UNITED STATES DISTRICT COURT FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, acting through the United States Department of Agriculture,

CIVIL NO.

Plaintiff

Foreclosure of Mortgage

٧.

EXPEDITO DELGADO-GONZALEZ, CARMEN MEDINA-SANTANA, and their Conjugal Partnership,

Defendants

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW the United States of America -acting by the United States Department of Agriculture- through the undersigned attorney, who respectfully alleges and prays as follows:

- 1. Jurisdiction of this action is conferred on this Court by 28 U.S.C. Section 1345.
- Plaintiff, United States of America, is acting through the United States Department of Agriculture, which is organized and existing under the provisions of the Consolidated Farm and Farm Service Agency Act, 7 U.S.C. §1921 et seq. Plaintiff is the owner and holder of six (6) promissory notes that affect the property described further below.
- 3. The first promissory note is for the amount of \$15,000.00, with annual interest of 5.0%, subscribed on July 29, 1988. See Exhibit 1.
- 4. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 31. See Exhibit 2. Subsequently, the parties re-amortized and modified the terms of the aforementioned mortgage through Deed No. 42. See Exhibit 3.

- 5. The second promissory note is also for the amount of \$15,000.00, with annual interest of 5.50%, subscribed on November 10, 1988. See Exhibit 4.
- 6. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 40. See Exhibit 5. Subsequently, the parties re-amortized and modified the terms of the aforementioned mortgage through Deed No. 39. See Exhibit 6.
- 7. The third promissory note is for the amount of \$27,700.00, with annual interest of 4.5%, subscribed on March 2, 1990. See Exhibit 7.
- 8. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 21. See Exhibit 8. Subsequently, the parties re-amortized and modified the terms of the aforementioned mortgage twice, the most recent of which was through Deed No. 40. See Exhibit 9.
- 9. The fourth promissory note is for the amount of \$10,000.00, with annual interest of 5%, subscribed on July 10, 1991. See Exhibit 10.
- 10. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 30. See Exhibit 11. Subsequently, the parties re-amortized and modified the terms of the aforementioned mortgage through Deed No. 41. See Exhibit 12.
- 11. The fifth promissory note is for the amount of \$8,000.00, with annual interest of 7%, subscribed on September 11, 1992. See Exhibit 13.
- 12. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 46. See Exhibit 14.

- 13. The sixth promissory note is for the amount of \$7,000.00, with annual interest of 7%, subscribed on September 11, 1992. See Exhibit 15.
- 14. For the purpose of securing the payment of said promissory note, a voluntary mortgage was executed on the same date, in favor of the plaintiff, under the terms and conditions stipulated and agreed therein, through Deed No. 47. **See Exhibit 16**.
- 15. According to the Property Registry, defendants are the owners of record of the real estate property subject of this case. Said property is described -as it was recorded in Spanish-as follows:

RÚSTICA: Finca compuesta de 17.5415 cuerdas equivalente a 68,945.1295 metros cuadrados, sito en el Barrio Calabaza del término municipal de Yabucoa, Puerto Rico. En lindes: por el NORTE, en distintas alineaciones con un camino municipal; por el SUR, con terrenos de Juan Vega Pagán; por el ESTE, en una finca principal; y por el OESTE, en una distancia de 485.319 metros lineales con terrenos de Encarnación Ruiz y Juan Cruz Pagán.

Property Number 13,118-A, recorded at page 270 of volume 206 of Yabucoa, Registry of the Property of Puerto Rico, Humacao Section. **See Exhibit 17**.

- 16. The title search attached to this complaint confirms the registration of the mortgage liens that secure the loan obligations between the plaintiff and the defendants. See Exhibit 17.
- 17. Defendants are jointly and severally responsible for all amounts owed to plaintiff, arising from the loan obligations subscribed.
- 18. It was expressly stipulated in the notes evidencing the indebtedness that default in the payment of any part of the covenant or agreement therein contained will authorize the plaintiff, as payee of said notes, to declare due and payable the total amount of the indebtedness evidenced by said notes and proceed with the execution and/or foreclosure of the mortgages.
- 19. The defendant party herein, jointly and severally, has failed to comply with the terms of the mortgage contracts by failing to pay the installments due on all notes until the present day, and that after declaring all the indebtedness due and payable, the defendant party

owes to the plaintiff, according to the Certification of Indebtedness included herein as **Exhibit 18**, the following amounts:

- a) On the first \$15,000.00 Note, as modified:
 - 1) The sum of \$15,023.80 of principal;
 - 2) The sum of \$21,070.36, of interest accrued as of September 8, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$2.0581;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- b) On the second \$15,000.00 Note, as modified:
 - 1) The sum of \$4.591.08, of principal;
 - 2) The sum of \$6,438,83, of interest accrued as of September 8, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$0.6289;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.
- c) On the \$27,700.00 Note, as modified:
 - 1) The sum of \$30,780.40, of principal;
 - 2) The sum of \$38,851.61, of interest accrued as of September 8, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$3.7948;
 - 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

d) On the \$10,000.00, Note:

- 1) The sum of \$10.557.54, of principal;
- 2) The sum of \$14,806.59, of interest accrued as of September 8, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.4462;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

e) On the \$8,000.00 Note:

- 1) The sum of \$8,000.00, of principal;
- 2) The sum of \$15,675.40, of interest accrued as of September 8, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.5342;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

f) On the \$7,000.00, Note:

- 1) The sum of \$7,000.00, of principal;
- 2) The sum of \$13,715.98, of interest accrued as of September 8, 2020, and thereafter until its full and total payment, which interest amount increases at the daily rate of \$1.3425;
- 3) Plus, insurance premium, taxes, advances, late charges, costs, court costs expenses, disbursements and attorney's fees guaranteed under the mortgage obligation.

- 20. The indebtedness evidenced by the aforementioned notes is secured by the mortgages over the property described in this complaint.
- 21. Defendants are not currently active in the military service for the United States. **See**Exhibit 19.

VERIFICATION

- I, JACQUELINE LAZU LABOY, of legal age, married, executive and resident of Humacao, Puerto Rico, in my capacity as acting LRTF Director of the Farm Service Agency, San Juan, Puerto Rico, under the penalty of perjury, as permitted by Section 1746 of Title 28, United States Code, declare and certify:
 - 1) My name and personal circumstances are stated above;
 - 2) I subscribed this complaint as the legal and authorized representative of the plaintiff;
- 3) Plaintiff has a legitimate cause of action against the defendants above named which warrants the granting of relief requested in said complaint;
- 4) Defendants are a necessary and legitimate party to this action in view of the fact that they originated or assumed the mortgage obligations subject of this foreclosure, or bought the property subject to said mortgages.
- 5) From the information available to me and based upon the documents in the Farm Service Agency, it appears that defendants have not been declared incompetent by a court of justice with authority to make such a declaration;
- 6) I have carefully read the allegations contained in this complaint and they are true and correct to the best of my knowledge and to the documents contained in the files of the Farm Service Agency;
- 7) I have carefully examined the Exhibits included to this complaint which are true and correct copies of the originals. The mortgage deeds have been duly recorded in the Property Registry.

I make the foregoing declaration under penalty of perjury, as permitted under Section 1746 of Title 28, United States Code.

In San Juan, Puerto Rico, this (twenty-first) 21 day of October, 2020.



WHEREFORE, the plaintiff demands judgment as follows:

- a) That defendant's party pays unto the plaintiff the amounts claimed on this complaint;
- b) Or in default thereof that all legal right, title and interest which the defendants may have in the property described in this complaint and any building or improvement thereon be sold at public auction and that the monies due to the United States as alleged in the preceding paragraphs be paid out of the proceeds of said sale;
- c) That the defendants and all persons claiming or who may claim by, from or under them be absolutely barred and foreclosed from all rights and equity of redemption in and to said property;
- d) That if the proceeds of such sale be insufficient to cover the amounts specified under paragraph 9 of this prayer, said defendants be adjudged to pay to the United States the total amount of money remaining unsatisfied to said paragraph (a) of this prayer, and execution be issued forthwith against said defendants for the payment of said deficiencies against any of the property of said defendants;
- e) That if the proceeds of said sale exceed the sum of money to be paid to the United States as aforesaid, any such excess be deposited with the Clerk of this Court subject to further orders from the Court;
 - f) That once the property is auctioned and sold, the Clerk of this Court issue a writ

addressed to the Registry of the Property ordering the cancellation of the foreclosed mortgage and of any other junior liens recorded therein;

For such further relief as in accordance with law and equity may be proper. g)

In Guaynabo, Puerto Rico, this21 day of October

,2020.

/s/ Juan Carlos Fortuño Fas JUAN CARLOS FORTUÑO FAS **USDCPR 211913** FORTUÑO & FORTUÑO FAS, C.S.P. P.O. BOX 9300 SAN JUAN, PR 00908 TEL. 787-751-5290 FAX. 787-751-6155

Email: dcfilings@fortuno-law.com

1521.250

Forms FmHA 1940-17 (S) (Rev. 11-1-78). DEPARTAMENTO DE AGRICULTURA DE ESTADOS UNIDOS ADMINISTRACION DE HOGARES DE AGRICULTORES PAGARE		CLASE DE PRESTAMO Tipo: FO-RECURSOS LIMITADOS De acuerdo a: XX Consolidated Farm & Rural Development Act D Emergency Agricultural Credit Adjustment Act of 1978				
				Nombre EXPEDITO DELGADO GONZA	ACCION QUE REQUIERE PAGARE:	
				Estado PUERTO RICO	Oficina HUMACAO	XX Préstamo Inicial Nuevo Plan de Pago Préstamo Subsiguiente Reamortización Consolidación y préstamo Venta a Crédito
Caso Núm. 63-03-583400052	Fecha 29 DE JULIO DE 1988	subsiguiente				
pagaremos a la orden de Estado: Agricultores del Departamento d	s Unidos de América, actuando por cos e Agricultura de los Estados Unidos (c	ro co-deudor mancomunada y solidariamente nducto de la Administración de Hogares de denominado en adelante el "Gobierno") o su				
cesionario en su oficina en HUM						
o en otro sitio designado por el Go	obierno por escrito, la suma principal d	e OUINCE MIL CON 00/100				
Associated based with the first based based of the first based of the first based of the control	dólares (\$ <u>15,000.00</u>) r	más intereses sobre el principal adeudado al				
CINCO	POR C	IENTO (5.0 %) anual. Si este pagaré				
CAMBIAR EL PORCIENTO D Agricultores, no más frecuente q anticipación a su última dirección. en los reglamentos de la Administ	E INTERES, de acuerdo con los regla ue trimestralmente, notificando por co El nuevo tipo de interés no deberá exced cración de Hogares de Agricultores par los en 41 plazos, según indicado	erior "Clase de Préstamo"), el Gobierno puede mentos de la Administración de Hogares de prese al Prestatario con treinta (30) días de ler el porciento de interés más alto establecido a el tipo de préstamo arriba indicado. Dabajo, excepto si es modificado por un tipo de				
y \$ 875.00 e intereses sean completamente panteriormente, vencerá y será page	, subsiguientemente el pagados excepto que el plazo final de l adero en 40 años de la fecha de es	N/A en enero 1, 19; en enero 1, 19; en enero 1, 19; en enero 1, 19; n enero 1 de cada año hasta que el principal a deuda aquí evidenciada, de no ser pagada te pagaréy excepto que se podrán hacer pagos espaldará cualquier convenio modificando el				
solicitado por el Prestatario y apradelanto es solicitado para un pro adelanto desde su fecha actual con autoriza al Gobierno a anotar la(s)	robado por el Gobierno. La aprobación pósito autorizado por el Gobierno. Se ac no se demuestra en el Registro de Adela o cantidad(es) y fecha(s) de tal(es) adela	oréstamo será adelantado al Prestatario según del Gobierno será dada siempre y cuando el cumularán intereses por la cantidad de cada ntos en el final de este pagaré. El Prestatario into(s) en el Registro de Adelantos. co, los intereses acumulados a la fecha de este				

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y después al principal.

instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento

evidenciado por este instrumento.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aqui evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Actio el Emergency Agricultural Credit Adjustment Actiof 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

	Spell to Olyando & an mi	3
(SELLO)	EXPEDITO DELGADO GÓNZÁLEZ	(Prestatario)
	Carme helvi fatore CARMEN MEDINA SANTANA	(Prestatario)
(SELLO)	HC 3 Box 12901	
	YABUCOA, PUERTO RICO 00767-9710	

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
200.00		5		\$	
		S		\$	
***************************************		\$		ş	
		\$		\$	
				14	

TOTAL \$ 7,000.00

ATTACHMENT A

El importe de este pagaré y la hipoteca que lo garantiza ----reamortizado al día veintiuno (21) de agosto de mil nuevecientos--noventa y dos (1992) dió un saldo deudor montante a TRECE MIL-----NOVECIENTOS SETENTA Y CUATRO DOLARES CON SETENTA Y CUATRO -----(\$13,974.74) de principal y MIL CUARENTA Y NUEVE DOLARES CON SIETE-CENTAVOS (\$1,049.07) de intereses, para un total de QUINCE MIL---1-VEINTITRES DOLARES CON OCHENTA Y UN CENTAVOS (\$15,023.81), con---intereses a razón del CINCO PORCIENTO (5.00 %) ANUAL y el cual ---devengará intereses a razón del Cinco porciento (5.00 %) anual----y habrá de ser pagado en la siguiente forma: El acreedor ----hipotecario aprueba, autoriza y consiente, y los deudores ----hipotecarios solicitan y consienten, a que se difieran los pagos--durante los primeros cinco (5) años de esta reamortización,-----contados los mismos desde la fecha de este instrumento público; Mil Sesenta y Nueve Dólares (\$1,069.00) en o antes del día veintiuno --(21) de agosto de Mil Nuevecientos Noventa y Ocho (1998), y Mil----Sesenta y Nueve Dólares (\$1,069.00) en o antes de cada veintiuno---(21) de agosto subsiguiente hasta el veintiuno (21) de agosto del -año dos mil treinta y cinco (2,035) inclusive, según resulta de laescritura número cuarenta y dos (42) del veintiuno (21) de agosto-de mil nuevecientos noventa y dos (1992) ante el Notario-----autorizante. ---------Manifiesta el compareciente Don Rafael Luis Rodríguez Martínez-que el Gobierno puede cambiar el porciento de interés de acuerdo--con los reglamentos de la Administración de Hogares para -----Agricultores, no más frecuente que trimestralmente, notificando por correo al Prestatario con treinta (30) días de anticipación a su -última dirección. El nuevo tipo de interés no deberá exceder el--porciento de interés establecido en los reglamentos de la ------Administración de Hogares para Agricultores para el tipo de ----préstamo arriba indicado. Doy Fe. ---------En Humacao, Puerto Rico a veintiuno (21) de agosto de mil ----nuevecientos noventa y dos (1992).

> Jose Paigel Machuca Romero Notario Público

FmHA Form 1940-17 (S) (Rev. 11-1-78)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION PROMISSORY NOTE

TYPE OF LOAN

Type: FO - RECURSOS LIMITADOS

In accordance with:

X Consolidated Farm and Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978

Name: EXPEDITO DELGADO GONZALEZ

State: PUERTO RICO Office: HUMACAO

Case Number: 63-03-583400052

Date: JULY 29TH, 1988

ACTION REQUIRING NOTE:

X Initial Loan
Subsequent Loan
Consolidation and Subsequent Loan
Consolidation

New Payment Plan Reamortization Sale on Credit Deferred Payments

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower, jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in HUMACAO PUERTO RICO, or at another location designated in writing by the Government, the principal sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00), plus interest on the unpaid principal of FIVE PER CENT (5.00%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 41 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$321.00......on January 1, 1989

and \$875.00 each January first subsequently thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable 40 years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or with a new payment plan, interests accumulated as of the date of this instrument will be added to the principal and the new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests computed as of the effective payment date and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1861.2) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

If this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder either on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be voluntarily leased, surrendered, sold, transferred, or encumbered, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

AMOUNT OF NOTE: \$
INTERESTS: %
DATE:
ORIGINAL BORROWER:
LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

DEFAULT: Failure to pay any debt described herein when due, or failure to comply with any condition or agreement of this document, shall constitute default under any other instrument evidencing a debt insured or

guaranteed by the Government, or in any other way related to such debt, that the Borrower may have; and default under any other instrument shall constitute default under the terms of this document. UPON ANY SUCH DEFAULT, the Government, at its discretion, may declare all or part of such debt due and payable immediately.

This note is executed as evidence of a loan to Borrower made or insured by the Government, pursuant to the Consolidated Farm and Rural Development Act or the Emergency Agricultural Credit Adjustment Act of 1978 and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]
EXPEDITO DELGADO GONZALEZ (BORROWER)
[Signature]
CARMEN MEDINA SANTANA (BORROWER)

HC 3 Box 12901 YABUCOA, PUERTO RICO 00767-9710

PAYMENT LOG

AMOUNT DATE AMOUNT DATE AMOUNT DATE \$ 15,000.00 7/29/88 \$ \$

TOTAL: \$ 15,000.00

ATTACHMENT A

The amount of this promissory note and the mortgage securing it, re-amortized on August twenty (21) of nineteen ninety-two (1992) had an unpaid balance of THIRTEEN THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS AND SEVENTY-FOUR DOLLARS (\$13,974.74) of principal and ONE THOUSAND FORTY-NINE DOLLARS AND SEVEN CENTS (\$1,049.07) of interests, to make a total of FIFTEEN THOUSAND TWENTY-THREE DOLLARS AND EIGHTY-ONE CENTS (\$15,023.81), with interests at the annual rate of FIVE PERCENT (5%) , which shall accrue interests at the annual rate of FIVE PERCENT (5%) and shall be paid as follows: Mortgagee approves, authorizes and consents, and mortgagors request and consent, that the installments be deferred for the first five (5) years of this re-amortization from the date of this instrument; One thousand sixty-nine dollars (\$1,069.00) on or before August twenty-first (21st) of nineteen ninety-eight (1998), and One thousand sixty-nine dollars (\$1,069.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of thousand thirty-five (2035) inclusive, pursuant to deed number forty-two (42), dated August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Luis Rodriguez Martinez, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness.

In Humacao, Puerto Rico on August twenty-first (21st) of nineteen ninety-two (1992).

[Signature]
Jose Angel Machuca Romero
Notary Public

CERTIFICATE

I hereby certify that the attached Promissory Note and Attachment are a true and accurate translation to the best of my knowledge, ability and belief. I am experienced, competent and certified to translate from Spanish into English.

DATED this 20th day of August of 2007.

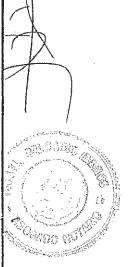
Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

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R	NUMERO TREINTA Y UNO
cho:	MINISTER THE TREATMENT TRE
;ur	HIPOTECA VOLUNTARIA
ilento 394 le.	Humacao, Puerto Rico this twenty nineth days of July
ario - 528	Nin eteen eighty eight.
19 935	ANTE MI
124 AGO. XX	BEFORE ME TSRAET, DPTAATO RAMOS
1	ISRAEL DELHADO RAMOS
4 ce 13, 118	Abogado y Notario Público de la Isla de Puerto Rico con residencia en Calle An- Attorney and Notary Public for the Island of Fuerto Rico, with residence in tonio López-Esquina Font Martelo de-Humacao, Puerto Ric
Q.W.	Humacao
Y	COMPARECEN
	APPEAR
٧,	Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina. The persona named in paragraph TWELFTH of this mortgage
Λ	dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinaster called the "mortgagor" and whose personal circumstances
	aparecen de dicho párrafo.
A.	Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
	de su edad, estado civil, profesión y vecindad.
	Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration
1	de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
	miento
	EXPONEN
S. COLLEGE	WITNESSETH:
	PRIMERO: El deudor hipotecario es dueño de la finea o fineas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in-
	parrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
\$00000 GOT	denominada de affar en Avelante "lus bienes",
and the second s	SECUNDON Jue los bienes and hipotecados están afectos a los gravamenes que seconti en la property mortaged herein is subject to the liens
	se especificanten el parale UNDICIMO.
	TERCEROs Que el deudor Imperocario viene obligado para con Estados Unidos de THIRD: That the mortgagor hardiscome obligated to the United States
reigne Delyrdo	América, actuando por conducto de la Administración de Hogares de Agriculto of America, acting through the Farmers Home Administration,
Rax317	res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with

un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub- a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)
rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by
el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the
las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges
hayan estimado sobre la propiedad hipotecadaestimated against the property
CUARTO: Se sobreentiende que:
(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the
suma de principal especificada en el mismo, concedido con el propósito y la inten- principal amount specified therein made with the purpose and intention-
ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagre, at any time, may assign the note and
asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One
consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of
la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda- the Housing Act of Nineteen Hundred and Forty-Nine, as amended.
das
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee
ser cedillo de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,
prestamista asegurado.
(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the
dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along
el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal
tereses de dicho pagaréand interest
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured tender
determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-
que será designada como "cargo anual"
(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene- (Five) A condition of the insurance of payment of the note will be that the holder
dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-



quiera otros en relación con dicho préstamo así como también a los beneficios

others in connection with said loan, as well as any benefit-

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de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor----violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.-supplementary agreement. (Scis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things, tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the----que el acreedor 'cipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage----garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestashall secure payment of the note; but when the note is held by an insured-mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any defaultplimiento por parte del deudor hipotecario.---by the mortgagor.-QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the notesea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-is held by the mortgagee, or in the event the mortgagee cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-----NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the----pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,-consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement de indemnizar y conservar librelaj acreedor hipotecario contra pérdidas bajo el en-herein to indemnity and save hamiles the mortgagee against loss under its doso de seguro por razón de incumplimiento del deudor hipotecario y (e) en cual-insurance endorsements-by reason of any default by the mortgagor, and (e) in any quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure thecumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagor contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests casements, hereditaments and appurtenances thereto belonging,los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e The rents, issues and profits thereof and revenues and ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or -----sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining tolas fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagor por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y ali amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreelosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac ecthereon before and after maturity until paid, losses sustained by thedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and ... -quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's accounthipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and----gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reino-attorney's fees of the mortgagee all extensions and renewals of any of vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional adicional especificada en el párrafo NOVENO de este documento.---amounts as specified in paragraph NINTH hereof .-SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-SIXTH: That the mortgagor specifically agrees as follows:---



(One) To pay promptly when due any indebtedness-

(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda

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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.as collection agent for the holder .-(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los ; and any deliquency charges, now or hereafter required by reglamentos de la Administración de Hogares de Agricultores. regulations of the Farmer's Home Administration.-(Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by an insured lender,rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, less-la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder---del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.--referred to in paragraph FOURTH hereof for the account of the mortgagor .--Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be creditepor el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario.——— by the mortgagee for the account of the mortgagor .--Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this----por ciento (o/o)---o/o)--per cent 5 anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment opotecario con distance to the months of the months of the control (Cuatro) of seeze o more aparate degurado por el acreedor hipotecario, cualquier (Four) Whether of no the port is insured by the mortgagee, any o todo analanto lifebo, por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiuna, repairs, raciones, gravantenes u otra reclamación en protección de los bienes hipotecados o para contribuciones o impuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the-



el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's failure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance--hasta que los mismos sean satisfechos por el deudor hipotecario.---until repaid to the mortgagec .-(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage,-tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at thedesignado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance-hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant---del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any--otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgageehipotecario determinare. (Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solelylos propósitos autorizados por el acreedor hipotecario.----for purposes authorized by mortgagee.-(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liens--menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagee ---tecario bajo los términos de esta hipoteca.---under the terms of this mortgage .-(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as required---ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro----nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantidades, terminos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions---aprobare el acreedor hipótecario.----approved by mortgagee .-(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good epadition and promptly make all ... --- ... reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conservation of the property; he will not commit nor----mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish





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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will he cut or remove wood from the farm ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to-----tiempo pueda prescribir. hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of itmenos que el acreedor hipotecario consienta por escrito en otro método de opera-unless mortgagee agrees in writing to any other method of operation ción o al arrendamiento. (Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require. información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations que afecten los bienes o su uso.----affecting the property or its use .----(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times——— derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or nototorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shall———



podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its-----esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee, dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-mortgagee is hereby authorized and empowered sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidencedciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, hipotecario puede obtener un préstamo de una asociación de crédito para produc-may be able to obtain a loan from a credit association for production----ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagor's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of



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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned, vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, al its option, and without notice: (One) to----declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)-----incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium,-y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley. (Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including rarios de abogado. (Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-obligation herein set forth, and without affecting the liability sabilidad de cualquier persona randi de de pagaré o cualquier otra deuda aquí of any person for payment of the hole of any indebtednes. gravamen, el acreedor hipotecarie o per la presente autorizado y con poder en said lien, the mortgagee is hereb y authorated and empowered at cualquier tiempo (Uno) remissioned at cualquier tiempo (Uno) tiempo (Uno) remissioned at cualquier tiemp Syarantizada y sin alectar el cualquier tiempo (Uno) renuncia el cumplicanto de cualquier convenio u obli-any time (one) waive the performance of any covenio or obligation gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)

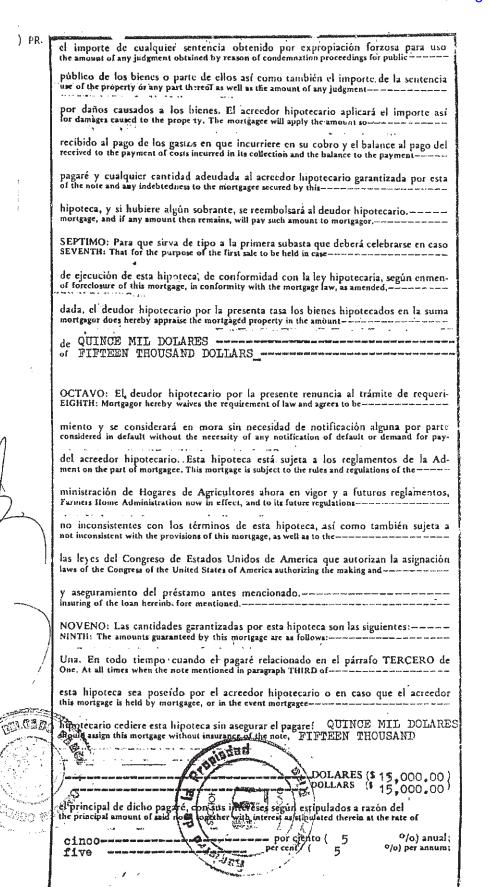


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negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbemance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-consent of the holder of the note when it is held by mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-an insured lender) or for payment of any indebtedness to mortgagee rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-bereby secured; or (three) execute and deliver partial releases of any quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre ostponement of this mortgage to any other lien overdichos bienes. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nimeteen) All right, title and interest in or to this mortgage, incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases, parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in----acreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest terés alguno en o sobre el gravámen y los beneficios aquí contenidos.in or to the lien or any benefits berein contained. (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hereunder shall constitute default under any o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-or insured by mortgagee and executed or assumed by mortgagor, tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shallconstituirá incumplimiento de esta hipoteca.constitute default hereunder .-(Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será (Twenty-One) All notices to be given under this mortgage shall----remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the-especifica más adelante.--hereinalter. (Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee-



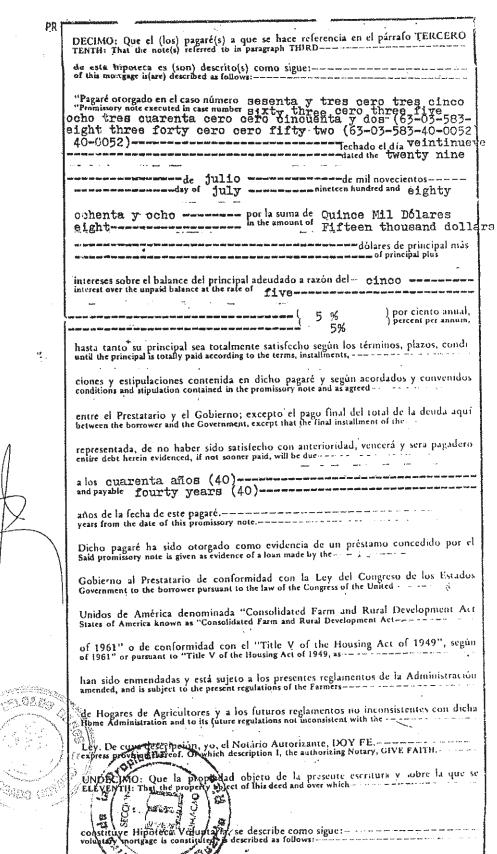




Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an insured lender:				
(A) QUINCE MIL DOLARES				
DOLARES (\$ 15;000.00 DOLLARS (\$ 15,000.00				
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado lor indemnifying the mortgagee for advances to the insured lender———————————————————————————————————				
por motivo del incumplimiento del deudor hipotecario de pagar los plazos seguis by reason of mortgagor's failure to pay the installments as———————————————————————————————————				
se especifica en el pagaré, con intereses según se e pecifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,				
Tercero:				
(B) VEINTIDOS MIL QUINIENTOS DOLARES				
DOLARES (\$ 22,500.00 DOLLARS (\$ 22,500.00				
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might				
sufrir bajo su seguro de pago del pagaré,				
Tres. En cualquier caso y en todo tiempo;————————————————————————————————————				
(A) SEISCIENTOS DOLARES (A) SIX HUNDRED DOLLARS				
(\$ 600.00) para intereses después de mora: (\$ 600.00) for default interest;				
(B) TRESCIENTOS DOLARES (B) THREE HUNDRED DOLLARS				
(\$300,00) para contribuciones, seguro y otros adelantos para la con- \$300,00) for taxes, insurance and other advances for the preservation;——				
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph				
SEXTO, Tercero;				
(C) CIENTO CINCUENTA DOLARES (C) ONE HUNDRED FIFTY DOLLARS				
(\$ 150.00) para costas, gastos y honorarios de abogado en caso (\$ 150.00) for costs, expenses and attorney's fees in case				
de ejecución;				
(D) CIENTO CINCUENTA DOLARES (D) ONE HUNDRED FIFTY DOLLARS				
(\$ 150.00) para costas y gastos que incurriere el acreedor hipoteca- (\$ 150.00) for costa and expenditure cineurred by the mortgage in secu				
rio en procedimientos para desender sus intereses contra cualquier persona que inter- proceedings to desend its interests against any other person interfering with				
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as				
se consigna en el párrafo SEXTO, Trece.				

e A





RURAL: Farm with a surface area of SEVENTEEN POINT FIFTY-FOUR FIFTEEN CUERDAS (17.5415), equivalent to sixty-eight thousand nine hundred forty-five point one thousand two hundred ninety-five (68,945.1295 m), located in Barrio Calabazas of the Municipality of Yabucoa. Its boundaries are: to the North, in different alignments with a municipal road; to the South, with land of Juan Vega Pagan; to the East, in a distance of thirty-nine point eight hundred thirty-seven lineal meters with the remainder of the main farm; and to the West, in a distance of four hundred eighty-five point three hundred nineteen lineal meters with land of Encarnación Ruiz and Juan Cruz Pagan.

[Handwritten on right-hand margin] Voluntary Mortgage 31

Borrower acquired the above mentioned farm through purchase from Josefina Rivera Leon, pursuant to deed number forty-three (43), dated July two (2) of nineteen eighty-seven (1987), executed in the city of Humacao, Puerto Rico before the notary Israel Delgado Ramos.

Said property is recorded in the Property Registry of the City of Humacao on page two hundred seventy (270), volume two hundred six (206) of Yabucoa, farm number thirteen thousand one hundred eighteen (13,118).

The parties appearing in the present deed as Mortgagors are EXPEDITO DELGADO GONZALEZ and CARMEN MEDINA SANTANA, both of legal age, married to each other, property owners and residents of Yabucoa, Puerto Rico; whose address is Box 12901, Yabucoa Puerto Rico, zero, zero, nine, six, seven, nine, seven, ten (00967-9710)

THIRTEENTH: The proceeds of the loan herein guaranteed were used or will be used

CERTIFICATE

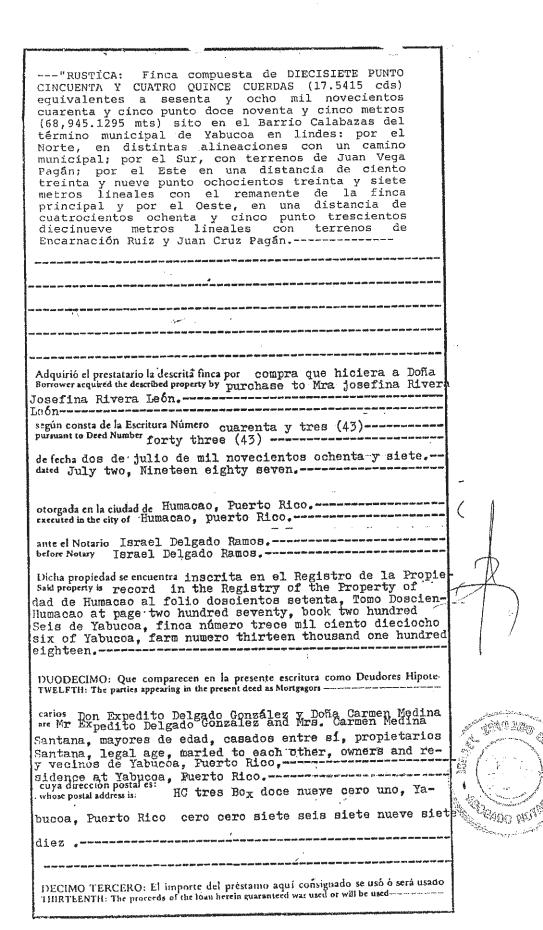
I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20^{th} day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10



para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalacionos for agricultural purposes and the construction and/or repair or improvement of the physical -físicas en la finea(s) descrita(s).---installations on the described farm(s).-----DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estru-FOURTEENTH: The borrower will personally occupy and use any structure--tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loanaquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unless--que el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well asviolación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had clapsed and the --aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed toejecución de la hipoteca.----the to "closure of the mortgage, ----DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcor building existing on the farm(s) hereinbefore described and all improvement, ---ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while the ---tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the present -dueños deudores o por sus cesionarios o causahabientes.--owners or by their assignees or successors.-DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly andy solidariamente por sí y a nombre de sus herederos causahabientes, suceso is o severally for himself and on behalf of his helts, assignees, aucressors orrepresentantes a favor del acreedor (ADministración de Hogares de Agricultores), representatives, in favor of mortganee (Farmers Home Administration) -cualquier derecho de Hogar Securo (Homes-ead) que en el present o en el futuro any Homestead right (Homestead) that presently or in the future -- ----pudiera tener en la propiedad descrita en el párrafo undécimo y en los eduficios he may have in the property described in paragraph eleventh and in the buildingsalli enclavados o que en el futuro fueran construídos; remusia esta permaida (13) del veinfiocho (23) de mayo de mil novecientos sesenta y nueve (1969) (3) (13) of the twenty eights of May nineteen hundred sixty-nine (1969) (31-I.P.R.A. (851)-SEVENTOF WITH: Mortgagee and mortgagor agree that any quier estufa, horno, calentador comprado o financiado total o parcialmente con stove, oven, water heater, purchased or financed completely or partially with-

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the proceeds of the loan secured herein, are considered and understood to be part of the property encumbered by this mortgage.

EIGHTEENTH: The mortgagor agrees and obligates himself to move and occupy the property in question herein within sixty (60) days of the final inspection. Should unforeseen circumstances arise that are beyond his control and which would impede him from doing so, he will so notify the County Supervisor in writing.

NINETEENTH: Any improvements, constructions, or buildings that are constructed on said farm during the aforementioned period will require the mortgagee's prior written approval, in accordance with current regulations, as well as future regulations which are consistent with federal and local law, and compatible with current laws governing these types of loans.

TWENTIETH: This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower by the Government, pursuant to Forty-two USC, fourteen ninety-a (42 USC 1490a)

TWENTY-FIRST: The purpose of this loan is to pay off the debts in the amounts of Thirteen thousand dollars (\$13,000.00) owed to Banco Central, Humacao Branch, and Two thousand dollars owed to Island Finance.

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

	fondos del préstamo aquí garantizado, se considerará e interpréterá como parte funds of the luan herein guaranteed, will be considered and understood to form part ——————	
	de la propiedad gravada por esta Hipoteca.————————————————————————————————————	
-	DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to move————————————————————————————————————	
	y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty	
	días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforeseen circumstances	
	vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will-	
	notificará por escrito al Supervisor Local.	
	DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed	
	en dicha finca durante la vigencia antes mencionada deberá ser construída previa- on said farm(s) during the term hereinbefore referred to, must be made with the previous	
	autorización por escrito del acreedor hipotecario conforme a los reglamentos pre- consent in writing of mortgagee in accordance with present regulations————————————————————————————————————	
	sentes y aquellos futuros que se promulgaren de acherdo a las leyes federales y or future ones that may be promulgated pursuant to the tederal and	
	locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern-	
	estos tipos de préstamos.	/
	VIGESIMO: Este instrumento garantiza asímismo el reccate o recuperación de TWENTIETH: This instrument also secures the recapture of	
	cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatorios any interest credit or subsidy which may be granted to the borrower(s) by the	
	por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two	
	de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.5 C. 1490a)	-
	VIGESIMO PRIMERO: El propósito del préstamo es para	
	saldar las deudas de Trece Mil Dolares al Banco Central	
	Sucursal de Humacao y de Dos Mil_Dólares a Island Financ	· (
		الإسلاميل الر
۱		FBASIV
		A Town
		Cano
	THE CONT DESCRIPTION AND ADDRESS OF THE CONT DESCRIPTION AND ADDRE	Section of the section of
	▼ 17 EPP (S) PS(S) PS(S	





ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So they say and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who GIVES FAITH to everything contained in this deed.

For the record, it is noted that the social security number of Expedito Delgado Gonzalez five eight three four zero zero zero fifty-two (583400052) and CARMEN MEDINA SANTANA, Social Security number ten forty-four eighty-six eighty-six zero (104486860). I BEAR WITNESS ONCE MORE.

SIGNED BY: EXPEDITO DELGADO GONZALEZ AND CARMEN MEDINA SANTANA. Signed, sealed, stamped and endorsed by ISRAEL DELGADO RAMOS, Notary Public.

The appropriate Notary Tax seal has been placed on this document.

All the initials of the executors have been placed in the margin of each and every one of the

pages in the original.

I ČERTIFY: That the preceding copy is a true and exact of the original deed filed under the number indicated in my protocol. In witness whereof, and for delivery to the Farmers Home Administration, I issue this certified copy, which I sign, seal, and endorse, on the same date of its execution. I BEAR WITNESS.

[Signature] Notary Public [Seal]

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

ACCEPTACION
El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez. The appearing party (parties) ACCEPT(S) this deed in the manner drawn once
yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.————————————————————————————————————
Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)
sin requerir la presencia de testigos después de renunciar su derecho a clio del que without demanding the presence of witnesses after waiving his (their) right to do so of which
le(s) adverti.
Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its-
en su contenido, pone(n) sus iniciales en cada uno de los folios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed
incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES-
FE de todo el contenido de esta escritura.
Se hace constar que el número de seguro social de
Don Expedito Delgado González es cinco ocho tres guión
cua renta guión cero cero cincuenta y dos (583-40-0052
y el de Doña Carmen Medina Santana es Ciento Cuatro
cuarenta y ocho sesenta y ocho sesenta (104-48-6860).

(FIRMADO) EXPEDITO DELGADO GONZALEZ.-CARMEN MEDINA SANTANA. -Firmado, signado, sellado y rubricado.-ISRAEL DELGADO RAMOS. Hay el correspondiente sello del colegio de abogados y el de la Notaria estampado. Están puestas las iniciales de todos los otorgantes al margen de cada uno de los folios de su original. De todo lo cual yo, el Notario autorizante DOY FE Y CERTIFICO:------

REPITO LA FE. ----

Concuerda bien y fielmente con el original de su contenido que bajo el número indicado obra en mi protocolo general corriente de instrumentos públicos a que me remito. En fe de ello y para para entregar a la Farmers Home Administration expido primera copia que firmo, signo, sello y rubrico en el mismo día de su otorgamiento. DOY



NOTARIO PUBLICO

It is recorded on page 270 reverse, volume 206 of Yabucoa, entry # 3rd, farm # 13,118. It is encumbered by mortgage furnished through this document. Humacoa, September 8th, 1988.

No fees

[Signature] Recorder [Seal]

Revised [illegible] [Signature] County Supervisor May 26, 1989

CERTIFICATE

I hereby certify that the attached Data Recording Document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007.

STARIO NASHING Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

Door to al folio 270% Toma 200 de y allera, fina 213,118, -13.3m.

A gesta - On hypother of promo a de segtambre de 19 PB.

Si Door Mary Superior.

Country Engerior.

Ulary 26, 1985

CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

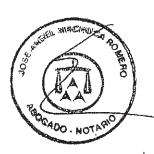
San Juan Puerto Rico

Juan M. Ortiz Serbiá Stato Executivo Director

C-M.J RLRM

DONA CARMEN MEDINA SANTANA, seguro social número----

propietarios, y vecinos de Yabucoa, Puerto Rico, enadelante denominados LOS DEUDORES HIPOTECARIOS. ------DE LA SEGUNDA PARTE: Los Estados Unidos de----América, por conducto de La Administración de----Hogares para los Agricultores, también conocida---como la Farmers Home Administration, a tenor con---las disposiciones de la Ley del Congreso titulada--"CONSOLIDATED FARMERS HOME ADMINISTRATION ACT OF---NINETEEN SIXTY ONE (1961)", con oficinas principales
en Washington, Distrito de Columbia, representada--en este acto por DON RAFAEL LUIS RODRIGUEZ MARTINEZ,
seguro social número



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Casado, mayor de edad, empleado y vecino de San----Juan, Puerto Rico, en su caracter de Supervisor----Local, cuyo caracter consta debidamente acreditado-en el Registro de la Propiedad, en adelante -----Lenominado como el ACREEDOR HIPOTECARIO.-------

_____DOY FE--------De conocer personalmente a los comparecientes, ypor sus dichos con relación a su edad, estado civil, profesión y vecindad. Me aseguran tener, y a mi---juicio tienen la capacidad legal necesaria para el-presente otorgamiento, y a tal efecto libre y----voluntariamente: -----____EXPONEN-------PRIMERO: Que los Deudores Hipotecarios son dueños en pleno dominio de las siguiente propiedade:-------- "RUSTICA: Finca compuesta de DIECISIETE PUNTO----CINCUENTA Y CUATRO QUINCE CUERDAS (17.5415), ----equivalentes a sesenta y ocho mil novecientos----cuarenta y cinco punto doce noventa y cinco metros--(68,945.1295 mts.) sito en el Barrio Calabazas del-término municipal de Yabucoa, en lindes por el-----NORTE, en distintas alineaciones con un camino----municipal; por el SUR, con terrenos de Juan Vega----Pagán; por el ESTE, en una distancia de ciento----treinta y nueve punto ochocientos treinta y siete--metros lineales con el remanente de la finca----principal; y por el OESTE, en una distancia de----cuatrocientos ochenta y cinco punto trescientos----diecinueve metros lineales con terrenos de-----Encarnación Ruíz y Juan Cruz Pagán".------Inscrita al folio doscientos setenta (270), tomodoscientos seis (206) de Yabucoa, finca trece mil--ciento dieciocho (13,118), de Yabucoa, Puerto Rico,inscripción primera. -----CARGAS Y GRAVAMENES--------Se halla afecta dicha propiedad a cuatro (4)----hipotecas en garantía de Pagarés a favor de los----Estados Unidos de América, las cuales se describen a continuación:-----A) Quince Mil Dólares (\$15,000.00); constituída por escritura número treinta y uno (31) del veintinuevede julio de mil novecientos ochenta y ocho (1988)--ante el Notario Israel Delgado Ramos, en Humacao,---Puerto Rico, --------Inscrita al folio doscientos setenta vuelto------(290 vto.), tomo doscientos seis (206) de Yabucoa,-finca trece mil ciento dieciocho (13,118).-----B) Quince Mil Dólares (\$15,000.00); constituída por escritura cuarenta (40) del diez (10) de noviembre--

PHOCADO NOTATION

2.3

de mil novecientos ochenta y ocho (1988) ante el ---Notario Israel Delgado Ramos, en Humacao, Puerto -----Inscrita al folio doscientos setenta y uno (271),tomo doscientos seis (206) de Yabucoa, finca trece--mil ciento dieciocho (13,118).----C) Veintisiete Mil Setecientos Dólares -----(\$27,700.00); constituída por la escritura número -veintiuno (21) de dos (2) de marzo de mil ----novecientos noventa (1990), ante la Notario Aida Luz Moringlanes Ruíz, en Humacao, Puerto Rico. -----Esta hipoteca fue modificada a la suma de veintiocho mil novecientos noventa dólares con noventa centavos (\$28,990.90) mediante escritura de Reamortización de Préstamo Hipotecario y Modificación de Hipoteca ---número quince (15) del quince (15) de marzo de mil novecientos noventa y uno (1991) ante este mismo --notario que autoriza y suscribe. ------- Inscrita al folio doscientos setenta y uno vuelto-(271 vto.), tomo doscientos seis (206) de Yabucoa,-finca trece mil ciento dieciocho (13,118).-----Diez Mil Dólares (\$10,000.00), constituída por la escritura número treinta (30) del diez (10) de -julio de mil novecientos noventa y uno (1991) ante este mismo notario autorizante y que suscribe. -------Inscrita al folio doscientos setenta y dos (272),tomo doscientos seis (206) de Yabucoa, finca trece-mil ciento dieciocho (13,118).--------SEGUNDO: Manifiestan Los Deudores Hipotecarios-que con el fin de reamortizar la deuda hipotecaria-constituida mediante la escritura de hipoteca en---garantía de pagare número treintiuno (31) arriba---descrita, solicitaron y obtuvieron el consentimiento del acreedor hipotecario, Estados Unidos de América, actuando por conducto y a través de la -----Administración de Hogares para Agricultores de conformidad con la ley del Congreso

"Consolidated Farmers Home Administration Act

GL. MACHO

Si icu

C.m. of

1961" y por el reglamento aprobado al efecto para--reamortizar la deuda hipotecaria.--------TERCERO: Manifiestan los comparecientes Don----Expedito Delgado González y Doña Carmen Medina-----Santana que es de su propio y personal conocimientotodas y cada una de las claúsulas, obligaciones, y-estipuláciones contenidas en la escritura de----hipoteca, y en este acto en forma clara, y solemne y terminante, se obligan a cumplir todas y cada de---dichas obligaciones claúsulas y estipulaciones----requeridas por la Administración de Hogares para----Agricultores (FmHA).------ REAMORTIZACION Y MODIFICACION DE PAGARE HIPOTECA ----CUARTO: Manifiesta EL ACREEDOR HIPOTECARIO por--conducto del compareciente Don Rafael Luis Rodríguz-Martinez, en el caracter que ostenta, que habiendo-sido aceptados Los Deudores Hipotecarios para----recibir los beneficios de la ley del Congreso-----"Consolidated Farmers Home Administration Act of----1961", según enmendada, ha convenido en reamortizar-Y modificar la forma de pago de los plazos----consignados en el Pagaré y en la hipoteca que por la cantidad de QUINCE MIL DOLARES (\$15,000.00)----constituyó el día veintinueve (29) de julio de mil--: novecientos ochenta y ocho (1988) en la siguiente--manera: el importe total adeudado al veintiuno (21). de agosto de mil nuevecientos noventa y dos (1992) asciende a la cantidad de TRECE MIL NOVECIENTOS----SETENTA Y CUATRO DOLARES CON SETENTA Y CUATRO-----(\$13,974.74) de principal y MIL CUARENTA Y NUEVE----DOLARES CON SIETE CENTAVOS (\$1,049.07), de ----intereses, para un total de QUINCE MIL VEINTITRES---

DOLARES CON OCHENTA Y UN CENTAVOS (\$15,023.81), conintereses a razón del CINCO PORCIENTO (5.00 %) ANUAL (d) y To cual habrá de ser pagada de la siguiente forma:

TACHUCA ROOMER R

---El acreedor hipotecario aprueba, autoriza y -----

Dis M.S

consiente, y los deudores hipotecarios solicitan y consienten, a que se difieran los pagos durante ---los primeros cinco (5) años de esta reamortización,contados los mismos desde la fecha de este ----instrumento público; Mil Sesenta y Nueve Dólares ---(\$1,069.00) en o antes del día veintiuno (21) de --agosto de Mil Nuevecientos Noventa y Ocho (1998), y-Mil Sesenta y Nueve Dólares (\$1,069.00) en o antes-de cada veintiuno (21) de agosto subsiguiente hastael veintiuno (21) de agosto del año dos mil treintay cinco (2,035), inclusive.-------El (los) acreedor(es) posterior(es), mediante----Declaración Jurada, ha(n) consentido en que el-----Gobierno de Los Estados Unidos de América, actuandotraves de la Administración de Hogares para-----Agricultores, de su Departamento de Agricultura, lesume el interés acumulado al principal aumentando--la cantidad total adeudada y extender el término---del vencimiento de dicha deuda si fuera necesario.--Esta transacción no cambiará la posición de----prioridad hipotecaria registrada a favor de Los----Estados Unidos de América.-------QUINTO: El compareciente, Don Rafael Luis -----Rodríguez Martínez, en el caracter que ostenta, me-muestra a mí, el Notario, el Pagaré garantizado conla hipoteca relacionada en el Expositivo Primero deesta escritura, y me asegura que no ha sido----negociado, ni gravado en forma alguna por su actualtenedor y poseedor, Los Estados Unidos de América, y una vez identificado por mí, el Notario,----cerciorandome de que se trata del mismo Pagaré----original procedo a poner un anexo a éste denominado-ATTACHMENT A" y que se ha hecho formar parte de el, los efectos de proveer espacio adicional para losE.D.; C.M.S. PELRM

POOD AOO. HOTAPIC

endosos y descuentos de dicho pagaré, el cual----contiene el siguiente texto: "El importe de este---pagaré y la hipoteca que lo garantiza reamortizado-al día veintiuno (21) de agosto de mil nuevecientosnoventa y dos (1992) dió un saldo deudor montante a-TRECE MIL NOVECIENTOS SETENTA Y CUATRO DOLARES CON--SETENTA Y CUATRO (\$13,974.74) de principal y MIL----CUARENTA Y NUEVE DOLARES CON SIETE CENTAVOS -----(\$1,049.07) de intereses, para un total de QUINCE --MIL VEINTITRES DOLARES CON OCHENTA Y UN CENTAVOS----(\$15,023.81), con intereses a razón del CINCO-----PORCIENTO (5.00 %) ANUAL y el cual devengará----intereses a razón del Cinco porciento (5.00 %) anual y habrá de ser pagado en la siguiente forma: El---acreedor hipotecario aprueba, autoriza y consiente,y los deudores hipotecarios solicitan y consienten,a que se difieran los pagos durante los primeros---cinco (5) años de esta reamortización, contados losmismos desde la fecha de este instrumento público;--Mil Sesenta y Nueve Dólares (\$1,069.00) en o antes-del día veintiuno (21) de agosto de Mil Nuevecientos Noventa y Ocho (1998), y Mil Sesenta y Nueve Dólares (\$1,069.00) en o antes de cada veintiuno (21) de---agosto subsiguiente hasta el veintiuno (21) de----agosto del año dos mil treinta y cinco (2,035)----inclusive, según resulta de la escritura número ---cuarenta y dos (42) del veintiuno (21) de agosto demil nuevecientos noventa y dos (1992) ante el-----Notario autorizante. --------Manifiesta el compareciente Don Rafael Luis -----Rodríguez Martínez que el Gobierno puede cambiar elporciento de interés de acuerdo con los reglamentos-

de la Administración de Hogares para Agricultores, -- no más frecuente que trimestralmente, cotificando -- por correo al Prestatario con treinta (30) días de --

anticipación a su última dirección. El nuevo tipo-de interés no deberá exceder el porciento de----interés establecido en los reglamentos de la-----Administración de Hogares para Agricultores para eltipo de préstamo arriba indicado. Doy Fe. En-----Humacao, Puerto Rico a veintiuno (21) de agosto de-mil nuevecientos noventa y dos (1992). (Firmado,---Signado, Sellado y Rubricado por José Angel Machuca-Romero, Notario Público)".---------NOTARIO PUBLICO--------Una vez puesta la nota (Attachment) lo devuelvo-al compareciente, señor Rafael Luis Rodríguez Martinez, en el carácter que ostenta.---------ADVERTENCIAS-------- Tal es la escritura que ante mí, formalizan los-comparecientes, la que aceptan en su integridad porexpresar lo pactado, haciendo Yo, el Notario, las---: advertencias legales pertinentes.-----------LECTURA Y OTORGAMIENTO--------Leida esta escritura a los otorgantes por haber-renunciado al derecho de hacerlo por sí mismos, el-cual les advertí tenían, y habiendola hallado----conforme, la aprueban y ratifican firmando ante---mi, todo ello en un mismo acto, en el mismo dia de-su otorgamiento, estampando, además, las iniciales--

C.M. S C.M. S RIPM

MACHU A AOUNTARIO

Notario Autorizante, DOY FE.

Experdio Selfonto 3022 al

Camu molento Latina,

Camu Molento Latina,

Camu Molento Lucius,

Camu Mole

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en el márgen izquierdo de cada una de sus folios,--ante el Notario, de todo lo cual,así como de todo lo
que consignamos en esta escritura pública, YO, el---

interesada la oto gamiento.

DOY FE.

Hecho la prodificación al falio 1510 del tomo 512 de Yahrelon Fines # 13118, darl. 18 m. Harmours 6 8 de setubre de 1992.

NUMBER FORTY-TWO (42)

DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Humacao, Puerto Rico, on August twenty-first (21st) of nineteen ninety-two (1992)

IN MY PRESENCE

JOSE ANGEL MACHUCA ROMERO, Attorney and Notary Public with residence and offices in the city of Carolina, Puerto Rico.

THERE NOW APPEAR

AS ONE PARTY: EXPEDITO DELGADO GONZALEZ, social Security number f and CARMEN MEDINA SANTANA, Social Security number

I, both of legal age, married to each other, property owners and residents of Yabucoa, Puerto Rico. Hereinafter referred to as "MORTGAGORS"

AS THE SECOND PARTY: UNITED STATES OF AMERICA, acting through the Farmers Home Administration, in accordance with the dispositions of the Congress law

Farmers Home Administration, in accordance with the dispositions of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", with headquarters in Washington, District of Columbia, United States of America, represented herein by MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, Social Security number

of legal age, married,

employed and a resident of San Juan, Puerto Rico, in his capacity of County Supervisor, whose credentials are duly recorded in the Property Registry. Hereinafter referred to as MORTGAGEE:

I BEAR WITNESS

to my acquaintance of the appearing parties, as well as to their statements regarding their personal information as to their age, marital status, occupation and residency. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, thus, freely and voluntarily:

THEY DECLARE

FIRST: That the mortgagors are the owners of the following property:

A. RURAL: Farm with a surface area of SEVENTEEN POINT FIFTY-FOUR FIFTEEN CUERDAS¹ (17.5415), equivalent to sixty-eight thousand nine hundred forty-five point one thousand two hundred ninety-five (68,945.1295 m), located in Barrio Calabazas of the Municipality of Yabucoa. Its boundaries are: to the North, in different alignments with a municipal road; to the South, with land of Juan Vega Pagan; to the East, in a distance of thirty-nine point eight hundred thirty-seven lineal meters with the remainder of the main farm; and to the West, in a distance of four hundred eighty-five point three hundred nineteen lineal meters with land of Encarnación Ruiz and Juan Cruz Pagan

It is registered on page two hundred seventy (270), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118) of Yabucoa, Puerto Rico, first entry.

BURDENS AND ENCUMBRANCES

The above mentioned property is encumbered by four (4) mortgages securing the respective promissory notes to the order of the United States of America, which are described as follows:

A) Fifteen thousand dollars (\$15,000.00), furnished through deed number thirty-one (31) on July twenty-ninth of nineteen eighty-eight (1988) before the Notary Israel Delgado Ramos in Humacao, Puerto Rico.

It is recorded on page two hundred ninety (290) reverse, volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118)

B) Fifteen thousand dollars (\$15,000.00); furnished through deed number forty (40) on November ten (10)

¹ [*Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 square meters, and 42,291 square feet.]

of nineteen eighty-eight (1988) before the Notary Israel Delgado Ramos in Humacao, Puerto Rico.

It is recorded on page two hundred seventy-one (271), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

C) Twenty-seven thousand seven hundred dollars (\$27,700.00); furnished through deed number twenty-one (21) on March two (2) of nineteen ninety (1990), before the Notary Aida Luz Moringlanes Ruiz in Humacao, Puerto Rico.

This mortgage was modified to the amount of twenty-eight thousand nine hundred ninety dollars and ninety-nine cents (\$28,990.90) through Deed of Re-amortization of Mortgage Loan and Mortgage Modification number fifteen (15) of March of nineteen ninety-one (1991) before the undersigned notary.

It is recorded on page two hundred seventy-one reverse (271 rev.), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

D) Ten thousand dollars (\$10,000.00) furnished through deed number thirty (30) on July ten (10) of nineteen ninety-one (1991) before the undersigned notary.

It is recorded on page seventy-two (272), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

SECOND: The mortgagors state that in order to reamortize the mortgage debt furnished through Deed of Mortgage number thirty-one (31) above described, they requested and obtained the approval of the mortgagee, the United States of America, acting through the Farmers Home Administration, in accordance with the regulations of the Congress Law titled "Consolidated Farmers Home Administration Act of 1961" and regulations

approved therein, to reamortize the mortgage debt.

THIRD: The MORTGAGORS state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as required by the Farmers Home Administration (FmHA).

REAMORTIZATION AND MODIFICATION OF PAYMENT OF PROMISSORY NOTE AND MORTGAGE

FOURTH: Mortgagor states, through the appearing party Rafael Luis Rodriguez Martinez in the capacity he bears, that because the mortgagors have qualified to receive the benefits of the law issued by the Congress of the United States of America mentioned in paragraph second, he has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage of FIFTEEN THOUSAND DOLLARS (\$15,000.00) which was furnished on July twenty-nine (29) of nineteen eighty-eight (1988) as follows:

The total amount owed as of July twenty-nine (29) of nineteen ninety-two (1992) amounts to THIRTEEN THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS AND SEVENTY-FOUR CENTS (\$13,974.74) of principal and ONE THOUSAND FORTY-NINE (\$1,049.07) of interests, to make a total of FIFTEEN THOUSAND TWENTY-THREE DOLLARS AND EIGHTY-ONE CENTS (\$15,023.81), with interests at the annual rate of FIVE PERCENT (5.00 %), which shall be paid as follows:

Mortgagee approves, authorizes and consents, and mortgagors request and consent, that the installments be deferred for the first five (5) years of this re-amortization from the date of this instrument; One thousand sixty-nine dollars (\$1,069.00) on or before August twenty-first (21st) of nineteen ninety-eight (1998), and One thousand sixty-nine dollars (\$1,069.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of thousand thirty-five (2035) inclusive.

Mortgagor(s) consent(s), through affidavit, that the US Government, acting through the Agricultural Department of the Farmers Home Administration may add the accrued interest to the principal, thus increasing the total amount owed and to extend the due date if needed.

This transaction shall not modify the priority mortgage position in favor of the United States of America.

FIFTH: The appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage described in First paragraph herein, and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place an attachment to it referred to as ATTACHMENT A and which shall become part thereof with the purpose to provide extra space for the

endorsements and discounts of said promissory note. Such attachment contains the following text: "The amount of this promissory note and the mortgage securing it, reamortized on August twenty (21) of nineteen ninety-two (1992) had an unpaid balance of THIRTEEN THOUSAND NINE HUNDRED SEVENTY-FOUR DOLLARS AND SEVENTY-FOUR DOLLARS (\$13,974.74) of principal and ONE THOUSAND FORTY-NINE DOLLARS AND SEVEN CENTS (\$1,049.07) of interests, to make a total of FIFTEEN THOUSAND TWENTY-THREE DOLLARS AND EIGHTY-ONE CENTS (\$15,023.81), with interests at the annual rate of FIVE PERCENT (5%), which shall accrue interests at the annual rate of FIVE PERCENT (5%) and shall be paid as follows: Mortgagee approves, authorizes and consents, and mortgagors request and consent, that the installments be deferred for the first five (5) years of this re-amortization from the date of this instrument; One thousand sixty-nine dollars (\$1,069.00) on or before August twenty-first (21st) of nineteen ninety-eight (1998), and One thousand sixty-nine dollars (\$1,069.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of thousand thirty-five (2035) inclusive, pursuant to deed number forty-two (42), dated August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Luis Rodriguez Martinez, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness. In Humacao, Puerto Rico on August twenty-one (21) of nineteen ninety-two (1992). (Signed, sealed, and endorsed by Jose Angel Machuca Romero, Notary Public)."

Once the above mentioned note (Attachment) is placed and signed, I return the document to the appearing party Rafael Luis Rodriguez Martinez, in his capacity of note holder.

ACCEPTANCE

Such is the deed that before me, the appearing parties formalize and accept as it conforms to their agreement. I, the Notary, state that I have given the parties the pertinent legal warnings and reservations for this deed

READING AND EXECUTION

After reading this deed to the parties since they waived the right to do it themselves, of which right I informed them they had, and having stated that they agree with its contents, they ratify their agreement by placing their signature in my presence, all in one proceeding, on the same day of its execution, placing also their initials on the left margin of every page of this deed. I the Notary, BEAR WITNESS to everything else I state, refer to or mention in this deed.

[Signatures]
[Seals]

SIGNED: EXPEDITO DELGADO GONZALEZ, CARMEN MEDINA SANTANA; AND UNITED STATES OF AMERICA REPRESENTED HEREIN BY LUIS RODRIGUEZ MARTINEZ.

The initials of the parties appear in each one of the pages of the original.

Signed, sealed, stamped and endorsed by JOSE ANGEL MACHUCA ROMERO, Notary Public.

The appropriate Notary Tax seal of the State Bar is cancelled in the original. Exempt of sales tax pursuant to Law 43 of July 9, 1946.

I CERTIFY: This is the FIRST true and exact copy of the original deed filed in my protocol of public instruments which consists of seven pages (7), and for delivery to the concerned party, I issue it the same day of its execution. I BEAR WITNESS.

[Signature] Public Notary [Seal]

Such modification was recorded in page 151 reverse, volume 212 of Yabucoa. Farm # 13,118, 10th entry. Humacoa, October 8th, 1992

No fees

[Signature] Recorder

CERTIFICATE

I hereby certify that the attached Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington

My appointment expires: 02/01/10

ADMINISTRACION DE	SRICULTURA DE ESTADOS UN E HOGARES DE AGRICULTORI PAGARE	E\$ De acue		Regular Recursos	
ADMINISTRACION DE Nombre EXPEDITO DELGADO GO	E HOGARES DE AGRICULTORI	E\$ De acue	erdo a:		
ADMINISTRACION DE Nombre EXPEDITO DELGADO GO	E HOGARES DE AGRICULTORI	E\$ De acue	erdo a:		
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Nombre EXPEDITO DELGADO GO	PAGARE	XX Consoli			
Nombre EXPEDITO DELGADO GO	PAGARE		dated Farm & Rural C	Pevelopment Act	
EXPEDITO DELGADO GO	PAGARE		Emergency Agricultural Credit Adjustment Act of 1978		
	NITAT DO	ACCION	QUE REQUIERE PA	AGARÉ:	
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Caso Núm.	Fecha		idación y préstamo	Venta a Crédito	
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Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reem bolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía lu lotro instrumento otorgado en relación con el préstamo aquí evidenciado, la opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La Propiedad construida, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO)

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o una "Restructuración" es indicado en el encasiliado superior de la primera pagina "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una restructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
5	%	, 19		, 19
\$	%	, 19		, 19
\$	%	,19		, 19
\$	%	,19		, 19
\$	%	, 19		, 19
\$	٥/,	, 19		, 19
5	%	, 19		, 19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o restructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos, permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agricola según explicado en el Exhibit M de la subparte G de la parte 1940 del 7CFR. Si (1) el término del préstamo excede del 1ro, de enero de 1990, pero no al 1ro, de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el 1ro, de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya completado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la pérdida de la exención de la restricción de conservación de terrenos altamente erodables, según la parte 12 del 7CFR, el Prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable, un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al 1ro de enero de 1995. El Prestatario además conviene en que deberá demostrar antes del 1ro de enero de 1995 que cualquier producción de cosechas en terreno altamente erodable después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Distrito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos.

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INCUMPLIMIENTO: La faita de pago a su vimiento de cualquier deuda aquí evidenciada o el implimiento de cualquier condición o acuerdo bajo este documento constituirá incum plimiento bajo cualquier otro instrumento evidenci. Lo una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Actio el Emergency Agricultural Credit Adjustment Actiof 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO)	Spelito Delgalo Gonzalez	(Prestatar
	Carmen MEDINA SANTANA	(Prestatar
(SELLO)	HC 3 Box 12901	
	Yabucoa, PR 00767-9710	

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 15,000.00		\$		\$	
\$		\$		\$	
\$		\$		\$	•
\$		\$		\$	
			TOTAL	\$ 15,000.00	

Formulario FmHA 1940-17 (5) (Rev. 2-88)

ATTACHMENT A

---El importe de este pagaré y la hipoteca que lo garantiza ----reamortizado al día veintiuno (21) de agosto de mil nuevecientos-noventa y dos (1992) dió un saldo deudor montante a CUATRO MIL ---DOSCIENTOS CUARENTA DOLARES CON OCHENTA Y NUEVE CENTAVOS -----(\$4,240.89) de principal y TRESCIENTOS CINCUENTA DOLARES CON ----DIECINUEVE (\$350.19), de intereses, para un total de CUATRO MIL --QUINIENTOS NOVENTA Y UN DOLARES CON OCHO CENTAVOS (\$4,591.08), con intereses a razón del CINCO Y MEDIO PORCIENTO (5.50 %) ANUAL y elcual devengará intereses a razón del Cinco porciento (5.00 %) ---anual y habrá de ser pagado en la siguiente forma: Un primer pagode cuatrocientos cuarenta y tres Dólares (\$443.00) en o antes deldía veintiuno (21) de agosto de Mil Nuevecientos Noventa y Tres --(1993), y cuatrocientos cuarenta y tres Dólares (\$443.00) en o --antes de cada veintiuno (21) de agosto subsiguiente hasta el ----veintiuno (21) de agosto del año dos mil ocho (2,008), inclusive,según resulta de la escritura número treinta y nueve (39) del ---veintiuno (21) de agosto de mil nuevecientos noventa y dos (1992)ante el Notario autorizante. ---------Manifiesta el compareciente Don Rafael Luis Rodríguez Martínezque el Gobierno puede cambiar el porciento de interés de acuerdo-con los reglamentos de la Administración de Hogares para -----Agricultores, no más frecuente que trimestralmente, notificando -por correo al Prestatario con treinta (30) días de anticipación asu última dirección. El nuevo tipo de interés no deberá exceder el porciento de interés establecido en los reglamentos de la-----Administración de Hogares para Agricultores para el tipo de ----préstamo arriba indicado. Doy Fe. ---------En Humacao, Puerto Rico a veintiuno (21) de agosto de mil ----nuevecientos noventa y dos (1992).

CERTIFICATION

し Juan M. Ortiz Serbiá, of legal age, marr and resident of Guayama, Puerto Rico. In official capacity as State Executive Director the Farm Service Agency, U.S. Department Agriculture hereby declare under penalty perjury that this is a true and exact copy the original document which I have under custody.

San Juan, Huerto Rico

Juan M. Ortiz Serbiá State Fractive Director

José Angel Machuca Romero

Notario Público

FmHA Form 1940-17 (S) (Rev. 12-88)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

PROMISSORY NOTE

Name: EXPEDITO DELGADO GONZALEZ

State: PUERTO RICO Office: HUMACAO

Case Number: 63-003-583400052

Date: November 10th, 1988

Fund Code: 44 Loan Number: 02 TYPE OF LOAN Type: OL Regular X Limited Resources

In accordance with:

X Consolidated Farm and Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978

ACTION REQUIRING NOTE:

X Initial Loan Subsequent Loan Consolidation and Subsequent Loan Sale on Credit Deferred Payments

Conservation Easements

Restructuring Reamortization Consolidation Debt Reduction

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in HUMACAO, PUERTO RICO 0661, or at another location designated in writing by the Government, the principal sum of FIFTEEN THOUSAND DOLLARS (\$15,000.00) plus interest on the unpaid principal of FIVE PERCENT (5.00%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in EIGHT (8) installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$118.00......on January 1, 1989

\$5,267.00.....on January 1, 1991

and \$1,598.00 subsequently each year thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable SEVEN (7) years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or restructured, interest accumulated for over ninety (90) days as of the date of this instrument will be added to the principal and this new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests accumulated during the deferment period and then to interests computed to the effective date of the payment and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

Whenever this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Debt Reduction", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

ODE AND AMOUNT OF INT OAN NOTE: \$ RAT UMBER:	DATE:	ORIGINAL BORROWER:	LAST INSTALLMENT DUE:
---	-------	-----------------------	-----------------------------

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-EROSIVE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, paragraph G, section 1940 of 7CFR. If (1) the loan period goes beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower tries to produce crops on highly-erosive

soils exempt from the restrictions under Exhibit M until January 1, 1190, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the Borrower's farm, whichever comes later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must prove that he is actively applying a soil conservation plan approved by the Soil Conservation Service (SCS) or by the appropriate Soil Conservation District for the highly-erosive soils if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he must prove that any crop production on highly-erosive soils after said date shall be done according to a conservation plan approved by the Soil Conservation service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]	
EXPEDITO DELGADO GONZALEZ	(BORROWER) (SEAL)
[Signature] CARMEN MEDINA SANTANA	(BORROWER)
(SEAL)	,

HC 3 BOX 12901 YABUCOA, PUERTO RICO 00767

PAYMENT LOG

AMOUNT DATE \$ 15,000.00 AMOUNT DATE

AMOUNT DATE

TOTAL: \$15,000.00

ATTACHMENT A

The amount of this promissory note and the mortgage securing it, re-amortized on August twenty-first (21st) of nineteen ninety-two (1992) had an unpaid balance of FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND NINETEEN CENTS (\$4,240.89) of principal and THREE HUNDRED FIFTY DOLLARS AND NINETEEN CENTS (\$350.19) of interests, to make a total of FOUR THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND EIGHT CENTS (\$4,591.08), with interests at the annual rate of FIVE AND ONE HALF PERCENT (5.50%), which shall accrue interests at the annual rate of FIVE PERCENT (5.00%) and shall be paid as follows: One first payment of Four hundred forty-three (\$443.00) on or before August twenty-first of nineteen ninety-three (1993, and Four hundred forty-three dollars (\$443.00) on or before August twenty-first (21st) of every year until August twenty-first (21st) of two thousand eight (2008), inclusive, pursuant to deed number thirty-nine (39) of August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Rodriguez Martinez, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness.

In Humacao, Puerto Rico on August twenty-first (21st) of nineteen ninety-two (1992).

[Signature]
Jose Angel Machuca Romero
Notary Public







NUMERO NUMBER	CUARENTA			
-HIPOTECA VÖLUNTARIA				

En laciudad de Humacao, Isla de Puerto Rico, a los diez dias del--mes de noviembre de mil novecientos ochenta y ocho.-----

- -----ANTE MI--______RAMOS------ISRAEL DELGADO RAMOS------

------ISRAEL DELGADO RAMOS-----

Abogado y Notario Público de la Isla de Puerto Rico con residencia en Humacao, ---Attorney and Notary Public for the Island of Puerto Rico, with residence in Humacao, Puerto

Puerto Rico-----y oficina et alle Antonio López esquipa Font and office in

Martelo de la referida ciudad.-----

Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina-The persons named in paragraph TWELFTH of this mortgage

dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances.

Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their—

Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration

de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga-of their property, and they have, in my judgment, the necessary legal capacity to grant this

voluntary mortgage.----____EXPONEN____

WITNESSETH:

PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST; That the mortgagor is the owner of the farm or farms described in

parrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTII of this mortgage, and of all tights and interest in the same some

SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the heas

se especifican en el parrafo UNDECIMO.

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States.

res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hercinafter called the "mortgagee" in connection with

un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s)...... rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more. It is required by----el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the----las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiume and other charges----hayan estimado sobre la propiedad hipotecada.----estimated against the property .---(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in thesuma de principal especificada en el mismo, concedido con el propósito y la intenprincipal amount specified therein made with the purpose and intentionción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and -asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One -consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended, ----(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee----ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn, prestamista asegurado. will be the insured lender. (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, the dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along-----el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.---and interest .----(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,----hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-will forego his rights and remedies against the mortgagor and any

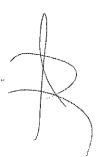


orma FmHA 427-1(S) PR Rev. 10-82)

quiera otros en relación con dicho préstamo así como también a los beneficios others in connection with said loan, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgage should the mortgagor----violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor .--(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things,----tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event theque el acreedor 'apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage----garantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-shall secure payment of the note; but when the note is held by an insured-----mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach tode la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debtconstituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgageecontra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any defaultplimiento por parte del deudor hipotecario. QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, la consideration of said loan and (a) at all times when the note----sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipote-is held by the mortgagee, or in the event the mortgagee----cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,-tia de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof---consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enherein to indemnify and save harmless the mortgagee against loss under its doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cual-insurance endorsements by reason of any default by the mortgagor, and (c) in any quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in



subpárrafo (Tres) del párrafo NOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure thecumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagos contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagor la presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,-derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging,-3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or---el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to-por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento liasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full. En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acreethereon before and after maturity until paid, losses sustained by the ... dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account- hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and gastos y honorarios de abogado del acreedor hipotecario, toda extensión o renottorney's fees of the mortgagee all extensions and renewals of any of -vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma zaid obligations, with interest on all and all other charges and additional adicional especificada en el párrafo NOVENO de este documento. amounts as specified in paragraph NINTH hereof .---SEXTO: El deudor hipotecario expresamente conviene lo siguiente:-SIXTH: That the mortgagor specifically agrees as follows:-





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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. loss under its insurance of payment of the note by reason of any default by the mortgagor. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee, hipotecario como agente cobrador del tenedor del mismo.--as collection agent for the holder .-(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal -y cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required by-reglamentos de la Administración de Hogares de Agricultores.--regulations of the Farmer's Home Administration. (Tres) En todo tiempo cuando el pagaré sea poseído por un prestamista asegu-(Three) At all times when the note is held by an insured lender,-rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, less---la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holderdel pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.referred to in paragraph FOURTH hereof for the account of the mortgagor,----Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite -por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance---por el acreedor hipotecario por cuenta del deudor hipotecario.--by the mortgagee for the account of the mortgagor .----Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this----párrafo devengará intereses a razón debinco y medio----subparagraph shall bear interest at the rate of five and a half-----0/0)~ ____por ciento (5½ 0/o). per cent anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga.----(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, any---o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs,-

COMPANY TO THE PARTY OF THE PAR



raciones, gravámenes u otra reclamación en protección de los bienes hipoteca-

dos o para contribuciones o impuestos u otro gasto similar por razón de haber

liens and other claims, for the protection of the mortgaged property,-

or for taxes or assessments or other similar charges by reason of the---

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's failure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance---hasta que los mismos sean satisfechos por el deudor hipotecario.----until repaid to the mortgagee .--(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage, ----teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo with interest, shall be immediately due and payable by the mortgagortecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the --designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance-----hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenantdel convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay, Such advances, with interest shall be repaid from the primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments--pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any----otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee ----hipotecario determinare. (Seis) Usar el importe del préstamo evidenciado por el pagaré unicamente para (Six) To use the loan evidenced by the note solely----los propósitos autorizados por el acreedor hipotecario.----for purposes authorized by mortgagee .----_______ (Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liens---menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgagee -tecario bajo los términos de esta hipoteca.----under the terms of this mortgage, --(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as required ---ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro--nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions---aprobare el acreedor hipótecario.-----approved by mortgagee .--(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good condition and promptly make all - --- ... reparaciones necesarias para la conservación de los bienes; no cometerá ni per-necessary repairs for the conservation of the property the will not commit normitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish

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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, building or improvement on the property; nor will he cut or remove wood from the farm ní removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit to be removed gravel, sand, oil, gas, coal, or other minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time tiempo pueda prescribir.-----tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagorhipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it----menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operationción o al arrendamiento. or lease. (Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require, -información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the que afecten los bienes o su uso. --affecting the property or its use. (Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times. otorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shall-mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the deudor hipotecario de los convenios de esta hipoteca. ----mortgagor of the covenants of this mortgage.-(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession---del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify





podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its----intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by said-esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee, dor hipotecario, el acreedor hipotecario es por la presente autorizado y con podemorigagee is hereby authorized and empowered res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced----ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare. hipotecario puede obtener un préstamo de una asociación de crédito para produc-may be able to obtain a loan from a credit association for production ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagoe's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to sarias en la agencia cooperativa en relación con dicho préstamo.

purchase any necessary shares of stock in the cooperative agency in regard to said loan. (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured——— por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como by this mortgage, or should mortgagor, or any one of the persons herein called con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of





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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to----declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness----------al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property----y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) (Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgagee de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including----cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and rarios de abogado. (Dieciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a los mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of





gravamen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at-

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation

gación aquí contenida o en el pagaré o en cualquier convenio suplementario (Dos) contained herein or in the note or any supplementary agreement; (two)

negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the----consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-consent of the holder of the note when it is held by quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien overdichos bienes. (Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases, parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively inacreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hercunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage heldo asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-or insured by mortgagec and executed or assumed by mortgagor, tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shallconstituirá incumplimiento de esta hipoteca.----constitute default hereunder. será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the especifica más adelante.---hereinafter. (Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee





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OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Montgagor hereby waives the requirement of law and agrees to be-----

miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the ----

ministración de Hogares de Agricultores ahora en vigor y a futuros reglamentos, Farmers Home Administration now in effect, and to its future regulations-

pro inconsistentes con los términos de esta hipoteca, así como también sujeta a prot inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and

y aseguramiento del préstamo antes mencionado.

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of

esta hipoteca sea poseido por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagare! QUINCE MIL DOLARES should assign this mortgage without insurance of the note TIFITEEN THOUSAND DOLLAR

DOLARES (\$15,000.00

el principal de dicho pagaré, con sus intereses según estipulados a razón del the principal amount of said note, together with interest as atipulated therein at the rate of



Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an insured lender:
(A) QUINCE MIL DOLARES
DOLARES (\$5,000.00 pollars (\$15,000.00
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado lor indemnifying the mortgagee for advances to the insured lender
por motivo del incumplimiento del deudor hipotecario de pagar los plazos seguis by reason of mortgagor's failure to pay the installments as-
se especifica en el pagaré, con intereses según se e pecifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,
Tercero;————————————————————————————————————
(B) VEINTIDOS MIL QUINIENTOS
DOLARES (\$2,500.00 DOLLARS (\$2,500.00
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda lor indemnifying the mortgagee further against any loss it might
sufrir bajo su seguro de pago del pagaré,
Tres. En cualquier caso y en todo tiempo;————————————————————————————————————
(A)SEISCIENTOS DOLARES (A)SIX HUNDRED DOLLARS
(\$ 600.00) para intereses después de mora: (\$ 600.00
(B) TRESCIENTOS DOLARES
300.00) para contribuciones, seguro y otros adelantos para la con- 300.00) for taxes, insurunce and other advances for the preservation
servación y protección de esta hipoteca, con intereses al tipo estipulado en el parrafo and protection of this mortgage, with interest at the rate stated in paragraph
SEXTO, Tercero;
(C) CIENTO CINCUENTA DOLARES
(\$ 150.00) para costas, jastos y honorarius de abogado en caso (\$ 150.00
de ejecución;of foreclosure:
(D) CIENTO CINCUENTA DOLARES(D) ONE HUNDRED FIFTY DOLLAR
(\$ 150.00) para costas y gastos que incurriere el acreedor hipoteca- (\$ 150.00) for costs and expenditures incurred by the mortgagee in
rio en procedimientos para defender sus intereres contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as
se consigna en el párrafo SEXTO, Trece.

atta Y	
'R	DRCIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD
	de esta hipoteca es (son) descrito(s) como sigue:
	"Pagaré otorgado en el caso número sesenta y tres guión cero tres guión "Promissory note executed in case number sixty three dash cero three dash
	cinco ocho tres guión cuarenta guión cero cero cincuenta y dos five cero three dash forty dash cero cero fifty two
	de mil novecientos————————————————————————————————————
	por la suma de QUINCE MIL
	dólures de principal más of principal plus
	intereses sobre el balance del principal adeudado a razón del cinco y medio interest quer the unpaid balance at the rale of five and a half
	5 $\frac{1}{2}$) por ciento anual, 5 $\frac{1}{2}$) percent per annum,
	hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi- until the principal is totally paid according to the terms, installments,————————————————————————————————————
	ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed
	entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the
	representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero enlire debt herein evidenced, il not sooner paid, will be due
, , , ,	alos siete años and payable seven seven
د. د ا	años tie la secha de este pagaré. years from the date of this promissory note.—
	Dichie Bagaré ha sido otorgado como evidencia de un prestamo concedido por el Said profissory note is given as evidence of a loan made by the
ALI.	Government to the borrower pursuant to the law of the Congress of the United
	Onidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act
	of 1961" o de conformidad con el "Title V of the Housing Act of 1949", se of 1961" or pursuant to "Title V of the Housing Act of 1949, as
	han sido enmendadas y está sujeto a los presentes reglamentos de lo munistración amended, and is subject to the present regulations of the Farmers—
- N	de Hogares de Agricultores y a los futuros regles atos no inconsistentes con dicha Home Administration and to its future regulation consistent with the analysis and to its future regulations.
	Ley. De cuya descripción, yo., a trio Atto de DOY FE, accepton tereof. Of which appetion 1, the sutherizing Notary, CIVE FAITH.
	UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTH: That the property object of this deed and over which
	constituye Hipoteca Voluntaria, se describe como sigue:



RUSTICA: Finos compusats de DIECISIETE PUNTO CINCUENTA Y CUATRO JUINCE CUERDAS (17.5415 cds.) equivalentes a sesenta y ocho mil novecientos cuarenta y cinco punto doce noventa y cinco metrossito en el barrio Calabazas del término municipal de Yabucoa en linde; por de Norte, en distintas alineaciones con un camino municipal; por el Sur, con terrenos de Juan Vega Pagán; por el Este en una distancia de ciento treinta y nueve punto ochocientos treinta y siete metros lineales con el remanente de la finca principal y por el Oeste, en una distancia de cuatrocientos ochenta y cinco punto trescientos discinueve metros lineales con terrenos de Encarnación Ruiz y Juan Cruz Pagán
* *
Adquirió el prestatario la descrita finca por compra que de la misma hiciera Borrower acquired the described property by purchase to Mrs. Josefina Rivera
a Josefina Rivera Leon,
según consta de la Escritura Número cuarenta y tres (43)
de fecha dos de julio de mil novecientos ochenta y sietedated July two Nineteen and eighty eight
otorgada en la ciudad de Humacao, Puerto Ricoexecuted in the city of Humacao, Puerto Rico
anto el Notario Israel Delgado Ramosbefore Notary Israel Delgado Ramos
Dicha propiedad se encuentra inscrita el Registro de la Propiedad de Said property is record in the Registry of the Property of Humacao al Humacao al folio doscientos setenta, Tomo Doscientos Seis de Yabucoa
page two hundred seventy, book two hundred six of Yabucoa, farm numb finca numero trece mil ciento dieciocho
thirteen thousand one hundred eighteen.
DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote- TWELFTH: I lic parties appearing in the present deed as Mortgagors
carios Don Expedito Delgado González y Doña Carmen Medina Santana
are Mr. Expedito Delgado Gomaílez and Mrs. Carmen Medina Santana mayores de edad, casados entre sí, propietarios y vecinos de Yabucoa
of legal age, married to each other, owners and residence at Yabucoa
Puerto Rico
Rico.cero cero siete seis siete nueve siete diez.
DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado

para fines agricolas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physical— físicas en la finca(s) descrita(s).---installations on the described farm(s). DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTII: The borrower will personally occupy and use any structuretura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loan--aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well asviolación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the deht to become due as if the whole term had clapsed and theaptitud el Cobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed toejecución de la hipoteca.---the in closure of the mortgage, DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construcor building existing on the farm(s) hereinbefore described and all improvement,ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while the tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the present dueños deudores o por sus cesionarios o causahabientes.---owners or by their assignces or successors .--DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly and---y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors or -corresentances a favor del acreedor (ADministración de Hogares de Agricultores), RECORD prosentatives, in favor of mortgager (Farmers Home Administration)dialquier derecho de Hogar Securo (Homesread) que en el present o en el futuro any Homestead right (Homestead) that presently win the future pudiera toner en la propiedad descrita en el párrafo undécimo y en los edificios the may have in the property described in paragraph eleventh and in the buildingsalli enclavados o que en el futuro fueran construidos; remuicia esta permitida thereon or which in the future may be constructed; this waiver being permitted a savor de la Administración de Hogares de Agricultores por la Ley Número trece in favor of the Farmers Home Administration by Law Number Phirteen (13) de veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31----GONDO HONE L P.R.A. (851)----L.P.R.A. 1851). DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual SEVENTOENTH: Mortgager and mortgagor agree that any quier estufa, horno, calentador comprado o financiado total o parcialmente con stove, oven, water heater, purchased or financed completely or partially with

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P CONDO HOL

the proceeds of the loan secured herein, are considered and understood to be part of the property encumbered by this mortgage.

EIGHTEENTH: The mortgagor agrees and obligates himself to move and occupy the property in question herein within sixty (60) days of the final inspection. Should unforeseen circumstances arise that are beyond his control and which would impede him from doing so, he will so notify the County Supervisor in writing.

NINETEENTH: Any improvements, constructions, or buildings that are constructed on said farm during the aforementioned period will require the mortgagee's prior written approval, in accordance with current regulations, as well as future regulations which are consistent with federal and local law, and compatible with current laws governing these types of loans.

TWENTIETH: This instrument also secures the recapture of any interest credit or subsidy which may be granted to the borrower by the Government, pursuant to Forty-two USC, fourteen ninety-a (42 USC 1490a)

TWENTY-FIRST: The farm subject to this mortgage is encumbered by a first mortgage to the order of the United States of America in the amount of FIFTEEN THOUSAND DOLLARS.

TWENTY-SECOND: The purpose of this loan is to operate the farm subject to this mortgage.

CERTIFICATE

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Lorena Pike

Translator

WITNESS my hand and official seal hereto affixed this

Signature

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/10

fondos del préstamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understood to form part
de la propiedad gravada por esta Hipoteca.
DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to move————————————————————————————————————
y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty
días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforescen circumstances
vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will
notificará por escrito al Supervisor Local,
DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed
en dicha sinca durante la vigencia antes mencionada deberá ser construída previa- on said sarm(s) during the tetm hereinbesore reserred to, must be made with the previous
autorización por escrito del acreedor hipotecario conforme a los reglamentos pre-
sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the rederal and
locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern
estos tipos de préstamos.
VIGESIMO: Este instrumento garantiza asínismo el rescate o recuperación de TWENTIETH: This instrument also secures the recapture of
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidy which may be granted to the borrower(s) by the
por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two
de Estados Unidos Sección Mil Custrocientos Noventa - a (42 U.S.C. 1490a)
VIGESIMO PRIMERO: La finca objeto de esta esta hipoteca se halla
afecta à una primera hipoteca a favor de los Estados Unidos de Ame-
rica por la suma principal de QUINCE MIL DOLARES
VIGESIMÓSEGUNDO: El propósito de este prestamo es para operar la
finca objeto de hipoteca.
~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~



#### **ACCEPTANCE**

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So they say and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who GIVES FAITH to everything contained in this deed.

It is hereby declared that the social security number of Expedito Delgado Gonzalez is five eight three dash forty dash zero zero fifty-two (583-40-0052) and of Carmen Medina Santana is one hundred four dash forty-eight dash sixty-eight sixty. (104-48-6860). I BEAR WITNESS ONCE MORE.

### **CERTIFICATE**

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Lorena Pike
Translator and interpreter

WITNESS my hand and official seal hereto affixed this

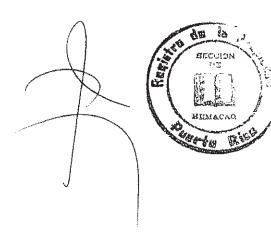
### Signature

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

ACCEPTACION————————————————————————————————————
El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once
yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes.————————————————————————————————————
Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)
sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which
le(s) advertí
Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its
en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contenta, place(s) his (their) initials on each of the folios of this deed
incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES
FE de todo el contenido de esta escritura.
Se hace constar que el número de Seguro Social de Don Expedito
Delgado González es cinco ocho tres guión cuarenta guión cero cero
cincuenta y dos (583-40-0052) y el de Doña Carmen Medina Santana e
ciento cuatro guión cuarenta y ocho guión sesenta y ocho sesenta
(104-48-6860). REPITO LA FE



-----CERTIFICACION ALD DORSO---



SIGNED BY: EXPEDITO DELGADO GONZALEZ AND CARMEN MEDINA SANTANA. Signed, sealed, stamped and endorsed by ISRAEL DELGADO RAMOS, Notary Public.

The appropriate Notary Tax seal has been placed on this document.

All the initials of the executors have been placed in the margin of each and every one of the pages in the original. I BEAR WITNESS AND CERTIFY:

That this is a true and exact copy of the original deed filed under the number indicated in my protocol of public instruments. It consists of seventeen pages. In witness whereof, and for delivery to the Farmers Home Administration, I issue this certified copy, which I sign, seal, and endorse, on the same date of its execution. I BEAR WITNESS.

[Signature] Notary Public [Seal]

It is recorded on page 271, volume 206 of Yabucoa, farm # 13,118, 4th entry. It is encumbered by a mortgage in the amount of \$15,000.00 to the order of the United States of America, and by the mortgage furnished through this document. Humacao, December 5th, 1988.

No fees

[Signature] Recorder

Revised by [Signature] County Supervisor On 5/5/89

## **CERTIFICATE**

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed the CAPOE 20th day of August of 2007.

PUBL. Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

(FIRMADO) EXPEDITO DELGADO GONZALEZ.-CARMEN MEDINA SANTANA.--Firmado, signado, sellado y rubricado.ISRAEL DELGADO RAMOS. Hay el correspondiente sello deacolegio de abogados y el de la Notaría estampado. Están puestas las iniciales de todos los otorgantes al margen de cada uno de los folios de su original. De todo lo cual yo, el Notario autorizante DOY FE Y CERTIFICO:-----

Concuerda bien y fielmente con el original de su contenido que bajo el númer indicado obra en mi protocolo general corriente de instrumentos públicos a que me remito que consta de diecisiete folios. En fe de ello y para para entregar a la Farmers Home Administration expido primera copia que firmo, signo, sello y rubrico en el mismo día de su otorgamiento. DOY FE.

25 5 100 pg



Jones 206 de Jahreau.

Jin A # 13,118, me 4th A feita

Dhistera por # 15,000.00 a

Jones de Cotados Unidos de

Danniero y a la que par Lite

Dannero a 5 de diciembre de 19 gr.

Cir Dros.

Dantec la Siciembre de 19 gr.

WIE AND
ESCRITURA NUMERO TREINTINUEVE (39)
REAMORTIZACION DE PRESTAMO HIPOTECARIO Y
En la ciudad de Humacao, Puerto Rico, a los
veintium (21) días del mes de agosto do mil
novecientos noventa y dos (1992).
ANTE MI
JOSE ANGEL MACHUCA ROMERO, Abogađo y Notario
Público, con residencia y oficina abierta en la
ciudad de Carolina, Puerto Rico
COMPARECEN
DE LA PRIMERA PARTE: DON EXPEDITO DELGADO
GONZALEZ, seguro social número
- /~~~, Y===
nosa capmen medina cantana seguro social número

E.D.E. C. M.S

RLRM

propietarios, y vecinos de Yabucoa, Puerto Rico, enadelante denominados LOS DEUDORES HIPOTECARIOS.------DE LA SEGUNDA PARTE: Los Estados Unidos de----América, por conducto de La Administración de----Hogares para los Agricultores, también conocida----como la Farmers Home Administration, a tenor con---las disposiciones de la Ley del Congreso titulada--"CONSOLIDATED FARMERS HOME ADMINISTRATION ACT OF---NINETEEN SIXTY ONE (1961)", con oficinas principales
en Washington, Distrito de Columbia, representada--en este acto por DON RAFAEL LUIS RODRIGUEZ MARTINEZ,
seguro social número

ROGADO. NOTARO

casado, mayor de edad, empleado y vecino de San---Juan, Puerto Rico, en su caracter de diperviso.

Local, cuyo caracter consta debidana acreditada
en el Registro de la Propiedad, en delante
denominado como el ACREEDOR HIPOTECARIO.

THE STATE OF THE

_____DOY FE--------De conocer personalmente a los comparecientes, ypor sus dichos con relación a su edad, estado civil, profesión y vecindad. Me aseguran tener, y a mi---juicio tienen la capacidad legal necesaria para el-presente otorgamiento, y a tal efecto libre y----voluntariamente----------EXPONEN-----PRIMERO: Que los Deudores Hipotecarios son dueñosen pleno dominio de las siguientes propiedades:-----"RUSTICA: Finca compuesta de DIECISIETE PUNTO----CINCUENTA Y CUATRO QUINCE CUERDAS (17.5415), -----(68,945.1295 mts.) sito en el Barrio Calabazas del-término municipal de Yabucoa, en lindes por el-----NORTE, en distintas alineaciones con un camino----municipal; por el SUR, con terrenos de Juan Vega----Pagán; por el ESTE, en una distancia de ciento----treinta y nueve punto ochocientos treinta y siete--metros lineales con el remanente de la finca----principal; y por el OESTE, en una distancia de----cuatrocientos ochenta y cinco punto trescientos---diecinueve metros lineales con terrenos de-----Encarnación Ruíz y Juan Cruz Pagán".------Inscrita al folio doscientos setenta (270), tomodoscientos seis (206) de Yabucoa, finca trece mil--ciento dieciocho (13,118), de Yabucoa, Puerto Rico,inscripción primera. ----------CARGAS Y GRAVAMENES--------Se halla afecta dicha propiedad a cuatro (4)---hipotecas en garantía de Pagarés a favor de los----Estados Unidos de América, las cuales se describen a continuación:-----A) Quince Mil D6lares (\$15,000.00); constituída por escritura número treinta y uno (31) del veintinuevede julio de mil novecientos ochenta y ocho (1988)--ante el Notario Israel Delgado Ramos, en Humacao,---Puerto Rico. -------Inscrita al folio doscientos setenta vuelto-----HUMACAO Quince Mil Dólares (\$15,000.00); constituída por esdrikura cuarenta (40) del diez (10) de noviembre-

C. M. RLRM

TROGADO. HOTAND

de mil novecientos ochenta y ocho (1988) ante el --- ' Notario Israel Delgado Ramos, en Humacao, Puerto -----Inscrita al folio doscientos setenta y uno (271),tomo doscientos seis (206) de Yabucoa, finca trece-mil ciento dieciocho (13,118).----·C) Veintisiete Mil Setecientos Dólares -----(\$27,700.00); constituída por la escritura número -veintiuno (21) de dos (2) de marzo de mil ----novecientos noventa (1990), ante la Notario Aida Luz Moringlanes Ruíz, en Humacao, Puerto Rico. -----Esta hipoteca fue modificada a la suma de veintiocho mil novecientos noventa dólares con noventa centavos (\$28,990.90) mediante escritura de Reamortización de Préstamo Hipotecario y Modificación de Hipoteca ---número quince (15) del quince (15) de marzo de mil inovecientos noventa y uno (1991) ante este mismo ---

S. M. J

BLRM

--Inscrita al folio doscientos setenta y uno vuelto-(271 vto.), tomo doscientos seis (206) de Yabucoa,-finca trece mil ciento dieciocho (13,118).-----

notario que autoriza y suscribe. -----

D) Diez Mil Dólares (\$10,000.00), constituída por - la escritura número treinta (30) del diez (10) de -- julio de mil novecientos noventa y uno (1991) ante - este mismo notario autorizante y que suscribe.

--Inscrita al folio doscientos setenta y dos (272),tomo doscientos seis (206) de Yabucoa, finca trecemil ciento dieciocho (13,118).-----

---segundo: Manifiestan Los Deudores Hipotecarios-que con el fin de reamortizar la deuda hipotecaria-constituida mediante la escritura de hipoteca en---garantía de pagare número cuarenta (40) arriba----descrita, solicitaron y obtuvieron el consentimiento
del acreedor hipotecario, Estados Unidos de América,
actuando por conducto y a través de la ------

DYDYWNH CONTORMIdad con la ley del Congreso titulada-----

"Consplidated Farmers Home Administration Act of----



ST. B

1961" y por el reglamento aprobado al efecto para--reamortizar la deuda hipotecaria.--------TERCERO: Manifiestan los comparecientes Don ----Expedito Delgado González y Doña Carmen Medina-----Santana que es de su propio y personal conocimientotodas y cada una de las claúsulas, obligaciones, Y-estipuláciones contenidas en la escritura de----hipoteca, y en este acto en forma clara, y solemne y terminante, se obligan a cumplir todas y cada de---dichas obligaciones claúsulas y estipulaciones----requeridas por la Administración de Hogares para----Agricultores (FmHA).----

RCRM

- REAMORTIZACION Y MODIFICACION DE PAGARE HIPOTECA ---- CUARTO: Manifiesta EL ACREEDOR HIPOTECARIO por---Dysconducto del compareciente Don Rafael Luis Rodríguz-C.M. Martinez, en el caracter que ostenta, que habiendo-sido aceptados Los Deudores Hipotecarios para----recibir los beneficios de la ley del Congreso-----Act of----1961", según enmendada, ha convenido en reamortizary modificar la forma de pago de los plazos----consignados en el Pagaré y en la hipoteca que por la cantidad de QUINCE MIL DOLARES (\$15,000.00)----constituyó el día diez (10) de noviembre de mil---novecientos ochenta y ocho (1988) en la siguiente--manera: el importe total adeudado al veintiuno (21) de agosto de mil nuevecientos noventa y dos (1992) asciende a la cantidad de CUATRO MIL DOSCIENTOS ----CUARENTA DOLARES CON OCHENTA Y NUEVE CENTAVOS -----(\$4,240.89) de principal y TRESCIENTOS CINCUENTA----DOLARES CON DIECINUEVE (\$350.19), de intereses, para un total de CUATRO MIL QUINIENTOS NOVENTA Y UN -----DOLARES CON OCHO CENTAVOS (\$4,591.08), con intereses zón del CINCO Y MEDIO PORCIENTO (5.50 %) ANUAL--

rual habrá de ser pagada de la siguiente forma:

Un primer pago de cuatrocientos cuarenta y tres ----Dólares (\$443.00) en o antes del día veintiuno (21)de agosto de Mil Nuevecientos Noventa y Tres (1993), y cuatrocientos cuarenta y tres Dólares (\$443.00) en o antes de cada veintiuno (21) de agosto ----subsiguiente hasta el veintiuno (21) de agosto del-año dos mil ocho (2,008), inclusive. ---El (los) acreedor(es) posterior(es), mediante----Declaración Jurada, ha(n) consentido en que el-----Gobierno de Los Estados Unidos de América, actuandotraves de la Administración de Hogares para-----Agricultores, de su Departamento de Agricultura, lesume el interés acumulado al principal aumentando--la cantidad total adeudada y extender el término---del vencimiento de dicha deuda si fuera necesario.--Esta transacción no cambiará la posición de----prioridad hipotecaria registrada a favor de Los----Estados Unidos de América.-------QUINTO: El compareciente, Don Rafael Luis -----Rodriguez Martínez, en el caracter que ostenta, me-muestra a mí, el Notario, el Pagaré garantizado conla hipoteca relacionada en el Expositivo Primero deesta escritura, y me asegura que no ha sido----negociado, ni gravado en forma alguna por su actualtenedor y poseedor, Los Estados Unidos de América, y una vez identificado por mí, el Notario,----cerciorandome de que se trata del mismo Pagaré----original procedo a poner un anexo a éste denominado-"ATTACHMENT A" y que se ha hecho formar parte de el, a los efectos de proveer espacio adicional para losendosos y descuentos de dicho pagaré, el cual----contiene el siguiente texto: "El importe de este---pagaré y la hipoteca que lo garantiza reamortizado-- ' a veintiuno (21) de agosto de mil nuevecientosnovemba y dos (1992) dió un saldo deudor montante a-

& Di C.m. S

BLRM

POGCAOO. NOTARO

CUATRO MIL DOSCIENTOS CUARENTA DOLARES CON OCHENTA Y NUEVE CENTAVOS (\$4,240.89) de principal y -----TRESCIENTOS CINCUENTA DOLARES CON DIECINUEVE (\$350.19), de intereses, para un total de CUATRO MIL QUINIENTOS NOVENTA Y UN DOLARES CON OCHO CENTAVOS --(\$4,591.08), con intereses a razón del CINCO Y MEDIO PORCIENTO (5.50 %) ANUAL y el cual devengará----intereses a razón del Cinco porciento (5.00 %) anual y habrá de ser pagado en la siguiente forma: Un ---primer pago de cuatrocientos cuarenta y tres Dólares (\$443.00) en o antes del día veintiuno (21) de ----agosto de Mil Nuevecientos Noventa y Tres (1993), Ycuatrocientos cuarenta y tres Dólares (\$443.00) en-o antes de cada veintiuno (21) de agosto ----subsiguiente hasta el veintiuno (21) de agosto del-- ' año dos mil ocho (2,008), inclusive, según resulta-de la escritura número treinta y nueve (39) del ---veintiuno (21) de agosto de mil nuevecientos noventa y dos (1992) ante el Notario autorizante. ---Manifiesta el compareciente Don Rafael Luis ----Rodríguez Martínez que el Gobierno puede cambiar elporciento de interés de acuerdo con los reglamentosde la Administración de Hogares para Agricultores, -no más frecuente que trimestralmente, notificando -por correo al Prestatario con treinta (30) días de-anticipación a su última dirección. El nuevo tipo-de interés no deberá exceder el porciento de----interés establecido en los reglamentos de la-----Administración de Hogares para Agricultores para eltipo de préstamo arriba indicado. Doy Fe. En-----Humacao, Puerto Rico a veintiuno (21) de agosto de-mil nuevecientos noventa y dos (1992). (Firmado,---Signado, Sellado y Rubricado por José Angel Machuca-Romero, Norario Publico --NOTARIO PUBLICO-----* * * * · ·

&.D:S C. m. s 2LRM

OGADO-NOTANO

---Una vez puesta la nota (Attachment) lo devuelvo-al compareciente, señor Rafael Luis Rodríguez -----Martinez, en el carácter que ostenta.---------ADVERTENCIAS--------- Tal es la escritura que ante mí, formalizan los-comparecientes, la que aceptan en su integridad porexpresar lo pactado, haciendo Yo, el Notario, las--advertencias legales pertinentes.----------LECTURA Y OTORGAMIENTO---------Leída esta escritura a los otorgantes por haber-renunciado al derecho de hacerlo por sí mismos, el-cual les advertí tenían, y habiendola hallado----conforme, la aprueban y ratifican firmando ante---mí, todo ello en un mismo acto, en el mismo día de-su otorgamiento, estampando, además, las iniciales-en el margen izquierdo de cada una de sus folios, --ante el Notario, de todo lo cual, así como de todo lo que consignamos en esta escritura pública, YO, el---Notario Autorizante, DOY FE.

ROCHOO - NOTARIO

HUMADAD

760C400 . NOT!

Público (

Hicharda modificación al polio 272 uto lel forno 206 le yabuson de la ferica # 13118. Juno est a 8 de octubre de 1983. S.D. Canaclodor etas freg por esta granea

Inscrito al folio 150 del formo 212 de Yoberson, In ma de la finea # 13118. Humaro a 8 de octubre de 1992. Ain dros

## CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, marri and resident of Guayama, Puerto Rico. In r official capacity as State Executive Director the Farm Service Agency, U.S. Department Agriculture, hereby declare under penalty perjury that this is a true and exact copy the original document which I have under n custody.

San Juan Puerto Rico

Juan M. Ortiz Serbiá State Executive Director

#### NUMBER THIRTY-NINE (39)

## DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Humacao, Puerto Rico, on August twenty-first (21st) of nineteen ninety-two (1992)

#### IN MY PRESENCE

JOSE ANGEL MACHUCA ROMERO, Attorney and Notary Public with residence and offices in the city of Carolina, Puerto Rico.

#### THERE NOW APPEAR

AS ONE PARTY: EXPEDITO DELGADO GONZALEZ, social Security number five eight three four zero zero zero fifty-two (583400052) and CARMEN MEDINA SANTANA, Social Security number ten forty-four eighty-six eighty-six zero (104486860), both of legal age, married to each other, property owners and residents of Yabucoa, Puerto Rico. Hereinafter referred to as "MORTGAGORS"

AS THE SECOND PARTY: UNITED STATES OF AMERICA, acting through the Farmers Home Administration, in accordance with the dispositions of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", with headquarters in Washington, District of Columbia, United States of America, represented herein by MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, Social Security number five eight one dash seven seven dash four zero nine four (581-77-4094), of legal age, married, employed and a resident of San Juan, Puerto Rico, in his capacity of County Supervisor, whose credentials are duly recorded in the Property Registry. Hereinafter referred to as MORTGAGEE:

#### I BEAR WITNESS

to my personal acquaintance of the appearing parties, as well as to their statements regarding their personal information as to their age, marital status, occupation and residency. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, thus, freely and voluntarily:

#### THEY DECLARE

FIRST: That the mortgagors are the owners of the following property:

A. RURAL: Farm with a surface area of SEVENTEEN POINT FIFTY-FOUR FIFTEEN CUERDAS¹ (17.5415), equivalent to sixty-eight thousand nine hundred forty-five point one thousand two hundred ninety-five (68,945.1295 m), located in Barrio Calabazas of the Municipality of Yabucoa. Its boundaries are: to the North, in different alignments with a municipal road; to the South, with land of Juan Vega Pagan; to the East, in a distance of thirty-nine point eight hundred thirty-seven lineal meters with the remainder of the main farm; and to the West, in a distance of four hundred eighty-five point three hundred nineteen lineal meters with land of Encarnación Ruiz and Juan Cruz Pagan

It is registered on page two hundred seventy (270), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118) of Yabucoa, Puerto Rico, first entry.

#### **BURDENS AND ENCUMBRANCES**

The above mentioned property is encumbered by four (4) mortgages securing the respective promissory notes to the order of the United States of America, which are described as follows:

A) Fifteen thousand dollars (\$15,000.00), furnished through deed number thirty-one (31) on July twenty-ninth of nineteen eighty-eight (1988) before the Notary Israel Delgado Ramos in Humacao, Puerto Rico.

It is recorded on page two hundred ninety (290) reverse, volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118)

B) Fifteen thousand dollars (\$15,000.00); furnished through deed number forty (40) on November ten (10)

¹ [*Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 square meters, and 42,291 square feet.]

of nineteen eighty-eight (1988) before the Notary Israel Delgado Ramos in Humacao, Puerto Rico.

It is recorded on page two hundred seventy-one (271), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

C) Twenty-seven thousand seven hundred dollars (\$27,700.00); furnished through deed number twenty-one (21) on March two (2) of nineteen ninety (1990), before the Notary Aida Luz Moringlanes Ruiz in Humacao, Puerto Rico.

This mortgage was modified to the amount of twenty-eight thousand nine hundred ninety dollars and ninety-nine cents (\$28,990.90) through Deed of Re-amortization of Mortgage Loan and Mortgage Modification number fifteen (15) of March of nineteen ninety-one (1991) before the undersigned notary.

It is recorded on page two hundred seventy-one reverse (271 rev.), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

D) Ten thousand dollars (\$10,000.00) furnished through deed number thirty (30) on July ten (10) of nineteen ninety-one (1991) before the undersigned notary.

It is recorded on page seventy-two (272), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

SECOND: The mortgagors state that in order to reamortize the mortgage debt furnished through Deed of Mortgage number forty (40) above described, they requested and obtained the approval of the mortgagee, the United States of America, acting through the Farmers Home Administration, in accordance with the regulations of the Congress Law titled "Consolidated Farmers Home Administration Act of 1961" and regulations

approved therein, to reamortize the mortgage debt.

THIRD: The MORTGAGORS, Expedito Delgado Gonzalez and Carmen Medina Santana, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as required by the Farmers Home Administration (FmHA).

# REAMORTIZATION AND MODIFICATION OF PAYMENT OF PROMISSORY NOTE AND MORTGAGE

FOURTH: Mortgagor states, through the appearing party Rafael Luis Rodriguez Martinez in the capacity he bears, that because the mortgagors have qualified to receive the benefits of the law issued by the Congress of the United States of America mentioned in paragraph second, he has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage of FIFTEEN THOUSAND DOLLARS (\$15,000.00) which was furnished on November ten (10) of nineteen eighty-eight (1988) as follows:

The total unpaid balance on August twenty-first (21st) of nineteen ninety-two (1992) amounted to FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND NINETEEN CENTS (\$4,240.89) of principal and THREE HUNDRED FIFTY DOLLARS AND NINETEEN CENTS (\$350.19) of interests, to make a total of FOUR THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND EIGHT CENTS (\$4,591.08), with interests at the annual rate of FIVE AND ONE HALF PERCENT (5.50%), which shall accrue interests at the annual rate of FIVE PERCENT (5.00%) and shall be paid as follows:

One first payment of Four hundred forty-three (\$443.00) on or before August twenty-first of nineteen ninety-three (1993, and Four hundred forty-three dollars (\$443.00) on or before August twenty-first (21st) of every year until August twenty-first (21st) of two thousand eight (2008), inclusive.

Mortgagor(s) consent(s), through affidavit, that the US Government, acting through the Agricultural Department of the Farmers Home Administration may add the accrued interest to the principal, thus increasing the total amount owed and to extend the due date if needed.

This transaction shall not modify the priority mortgage position in favor of the United States of America.

FIFTH: The appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage described in First paragraph herein, and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place an attachment to it referred to as ATTACHMENT A and which shall become part thereof with the purpose to provide extra space for the endorsements and discounts of said promissory note. Such attachment contains the following text: "The amount of this promissory note and the mortgage securing it, reamortized on August twenty-first (21st) of nineteen ninety-two (1992) had an unpaid

balance of FOUR THOUSAND TWO HUNDRED FORTY DOLLARS AND NINETEEN CENTS (\$4,240.89) of principal and THREE HUNDRED FIFTY DOLLARS AND NINETEEN CENTS (\$350.19) of interests, to make a total of FOUR THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND EIGHT CENTS (\$4,591.08), with interests at the annual rate of FIVE AND ONE HALF PERCENT (5.50%), which shall accrue interests at the annual rate of FIVE PERCENT (5.00%) and shall be paid as follows: One first payment of Four hundred forty-three (\$443.00) on or before August twenty-first of nineteen ninety-three (1993, and Four hundred forty-three dollars (\$443.00) on or before August twenty-first (21st) of every year until August twenty-first (21st) of two thousand eight (2008), inclusive, pursuant to deed number thirty-nine (39) of August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Rodriguez Martinez, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness. In Humacao, Puerto Rico on August twenty-first (21st) of nineteen ninety-two (1992). (Signed, sealed, and endorsed by Jose Angel Machuca Romero, Notary Public)."

NOTARY PUBLIC

Once the above mentioned note (Attachment) is placed and signed, I return the document to the appearing party Rafael Luis Rodriguez Martinez, in his capacity of note holder.

#### ACCEPTANCE

Such is the deed that before me, the appearing parties formalize and accept as it conforms to their agreement. I, the Notary, state that I have given the parties the pertinent legal warnings and reservations for this deed

#### READING AND EXECUTION

After reading this deed to the parties since they waived the right to do it themselves, of which right I informed them they had, and having stated that they agree with its contents, they ratify their agreement by placing their signature in my presence, all in one proceeding, on the same day of its execution, placing also their initials on the left margin of every page of this deed. I the Notary, BEAR WITNESS to everything else I state, refer to or mention in this deed.

[Signatures]

SIGNED: EXPEDITO DELGADO GONZALEZ, CARMEN MEDINA SANTANA; AND UNITED STATES OF AMERICA REPRESENTED HEREIN BY LUIS RODRIGUEZ MARTINEZ.

The initials of the parties appear in each one of the pages of the original. Signed, sealed, stamped and endorsed by JOSE ANGEL MACHUCA ROMERO, Notary Public.

The appropriate Notary Tax seal of the State Bar is cancelled in the original. Exempt of sales tax pursuant to Law 43 of July 9, 1946.

I CERTIFY: This is the FIRST true and exact copy of the original deed filed in my protocol of public instruments which consists of seven pages (7), and for delivery to the concerned party, I issue it the same day of its execution. I BEAR WITNESS.

[Signature] Public Notary [Seal] Such modification was recorded in page 272 reverse, volume 206 of Yabucoa. Farm # 13,118, 9th entry.

Humacoa, October 8th, 1992

No fees. This paragraph is cancelled due to errors.

Recorded on page 150, volume 212 of Yabucoa, 9th entry of farm # 13,118. Humacoa, October 8th, 1992.
No fees

[Signature] Recorder

## **CERTIFICATE**

I hereby certify that the attached Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this

20th day of August of 2007.

Signature

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/10

Formulario FmHA 1940-17(5 (Rev. 12-88)	3)	CLASE DE PRESTANO		
DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS ADMINISTRACION DE HOGARES DE AGRICULTORES		Tipo: EM (M842)	XX Regular	Limitados
		De acuerdo a:		
PAGARE		☐ Emergency Ag	Fann and Rural D ricultural Credit	evelopmentAct Adjustment
Nombre		ACCION QUE REQUI	ERE PAGARE	-
EXPEDITO DELGADO Fatado PUERTO RICO Caso Mim. 63-03-583400052 Clave de Fordos	GONZALEZ Oficina HUMACAO Fecha 2 de marzo de 1990 Num. de Frestamo	XX Prestamo Ini Prestamo Sub Consolidació Subsiguiente Venta a Cred	siguiente n y Préstamo 1to	☐ Restructuración ☐ Reamortización ☐ Consolidación ☐ Reducción de Deuda
43	<u></u>			
mente pagaremos a la ord Hogares de Agricultores	Prestatario(s) suscribiente en de los Estados Unidos de del Departamento de Agricult	tura de los Estados	Unidos, (denomira	do en adelante el
Hostingell) o en cociona	rio en su offcira en la Z	wenida Cruz Or	tiz Stella #0	52, Humacao, PR 00661
"Goblerio / O su Cestona	110 (11 ) 11 (11 )			THE MIL SEPECTENIOS
o en otro sitio designad	o por el Gobierno por escri	to, la suma principa	II de AETMITOT	CTAMBO
CON 00/100	dolares(\$ 27,7	700.00 ) mas int	ereses sobre el p	principal adeudado al CUATRO
mentos de la Administrac correo al prestatario co deberá exceder el porcie de Agricultores para el	.zados. Si este pagare es pa e Préstamo" el Gobierno pued ción de Hogares de Agriculto un treinta (30) días de anti- unto de interés más alto est tipo de préstamo arriba ind	res, no más frecuent cipación a su última ablecido en los reg icado.	te que trimestral a dirección. El a lamentos de la Ada	mente, rotificando por nuevo tipo de interés no ministración de Hogares
Principal e intereses tipo de interés diferent	serán pagados en <u>A</u> plaz se en o antes de las siguien	os, según indicado ( tes fechas:		
\$10,967.00 en 1 de	<u>enero</u> <u>de 1991</u>	\$ N/A		de 19
\$ N/A en	de 19	\$N//A		de 19
\$ N/A en	de 19	\$ N/A	_er	de 19
	de 19	\$ <u>N/A</u>	_en	de 19
	de 19	\$ N/A	en	de
	de 19	\$N/A	en	de
y \$ 9,967.00 excepto que el plazo fin TRES ANOS mas abajo. La consider	, subsiguientemente cada ar ral de la deuda aquí evidenc de la fecha de este pagaré ación aquí envuelta respalda	o hasta que el prin dada, de no ser pag y excepto que se po rá cualquier conver	cipal e intereses ada anteriormente drán hacer pagos io modificando el	sear. completamente pagados , vencerá y sera pagadero adelantados según se provee . plan de pagos.

Si la cantidad total del préstamo no es adelantada a la fecha del cierre, el préstamo será adelantado al Prestatario según solicitado por el Prestatario y aprobado por el Gobierno. La aprobación del Gobierno será dada siempre y cuando el adelanto es solicitado para un propósito autorizado por el Gobierno. Se acumularán intereses por la cantidad de cada adelanto desde su fecha de origen, como se demuestra en el Registro de Adelantos en el final de este pagaré. El Prestatario autoriza al Gobierno a anotar la(s) cantidad(es) y fecha(s) de tal(es) adelanto(s) en el Registro de Adelantos.

En cada pagaré reamortizado, consolidado o restructurado, los intereses acumulados por más de roventa (90) días a la fecha de este instrumento deberán ser sumados al principal y ese nuevo principal acumulará intereses a razón del porciento evidenciado por este instrumento.

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses acumulados durante el período de diferimiento y segundo a intereses computados a la fecha efectiva del pago y después al principal.

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de aborarse a los intereses, se aplicaran a los últimos plazos a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el Prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se deverguer entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aqui evidenciado, a opción del Gobierno, pasará a ser parte del préstamo y devergará intereses al mismo tipo de interés que el principal de la deuda aqui evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin recesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el prestamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este prestamo es a duero de finca (FO).

Si ura "Consolidación y un Préstamo Subsiguiente", "Reducción de Deuda", "Consolidación", "Restructuración" o una "Reamortización" es indicado en el encasillado superior de la primera págira "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una restructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

CLAVE Y NUM. DEL VALOR DEL PAGARE PRESTAMO	TASA DE INTERES	FECHA		PRESTATARIO CRIGINAL	ULTIMO PLAZO A VENCER
\$	**		19		,19
*	7.	,	19		,19
j s	z		19		,19
\$	7.		19		,19
\$	*		19		
. s	7.		19		
	7.		.19		

Los documentos de garantía tomados en relación con los prestamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o restructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los prestamos evidenciado por los pagarés descritos permanecerán como garantía para el prestamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO (GRADUACION): Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y terminos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitara y aceptara el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del préstamo es usado para un propósito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agricola según explicado en el Exhibit M de la Subparte G de la Parte 1940 del 7CFR. Si (1) el término del préstamo excede del 1ro. de enero de 1990, pero no al 1ro. de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones de Suelos (SCS) haya conhectado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conpletado un plan de conservación de la exencion de la restricción de conservación de terreno altamente erodable, viene que anterior a la pérdida de la exención de la restricción de conservación de Suelos (SCS) o el correservación de suelos aprobado por el Servicio de Conservación de Suelos, si el termino del prestamo excede al Iro, de enero de 1995. El prestatario además conviene en que deberá demostrar antes del Iro, de enero de 1995 que cualquier producción de cosechas en terrenos altamente erodables después de esa fecha se hará de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por el Minito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos (SCS) o por el Minito de Conservación, de acuerdo a los requisitos del Servicio de Conservación de Suelos (SCS) o por el Minito de Conservación, de acuerdo a los requisitos del Servicio de Cons

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INCLMPLIMIENTO: La falta de pago a s. encimiento de cualquier deuda aquí evidel da o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este pagaré, COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera irmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierto de conformidad con la "Consolidated Farm and Rural Development Act" o el "Emergency Agricultural Credit Adjustment Act of 1978" y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO". Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

(SELLO)	EXPEDITO DELGADO (Prescatario) CONZALE  CAMEN. Inclaire Londo
(SELLO)	CARMEN MEDINA SANTANA.
	(Direction del Prestatario)

REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 27,700.00	2 de marzo 90	\$		<u> </u>	
3		\$		\$	
5		\$		\$	
\$		\$		\$	

TOTAL | \$ 27,700.00

---El importe de este pagaré y la hipoteca que lo garantiza----reamortizado al día quince (15) de marzo de mil nuevecientos----noventa y uno (1991) dió un saldo deudor montante a Veintisiete---Mil Setecientos Dólares (\$27,700.00), de principal más Mil-----Doscientos Noventa Dolares con Noventa Centavos (\$1,290.90) de---intereses para un total de VEINTIOCHO MIL NOVECIENTOS NOVENTA-----DOLARES CON NOVENTA CENTAVOS (\$28,990.90), con intereses a razón-del Cuatro y Medio porciento (4 1/2 %) anual, y el cual devengaraintereses a razón del Cuatro punto Cincuenta porciento (4.50 %)--anual y habrá de ser pagado en la siguiente forma: SEIS MIL-----SEISCIENTOS CINCO DOLARES (56,603.00) en o antes del primero (19)de enero de Mil Nuevecientos Noventa y Dos (1992) y SEIS MIL-----SEISCIENTOS CINCO DOLARES (\$6,605.00) en o antes de cada enero---primero (19) subsiguiente hasta el primero de enero del año Mil---Novecientos Noventa y Seis (1996), inclusive, según resulta de laescritura número quince (15) del quince (15) de marzo de mil----nuevecientos noventa y uno (1991) ante el Notario autorizante .----Manifiesta el compareciente Don José A. Torres Correa que el---Gobierno puede CAMBIAR EL PORCIENTO DE INTERES de acuerdo con losreglamentos de la Administración de Hogares para Agricultores, no-Max frequente que trimestralmente, notificando por correo al-----Prestatario con treinta (30) días de anticipación a su última----dirección. El nuevo tipo de interés no deberá exceder el----porciento de interés establecido en los reglamentos de la-----Administración de Hogares para Agricultores para el tipo de----préstamo arriba indicado. Dos Fe. ----------En Humacao, Puerto Rico a quince (13) de marzo de mil---nuevecientos noventa y uno (1991), ----

> José Angel Machuca Romero Notario Público

#### ATTACHMENT B

---El importe de este pagaré y la hipoteca que lo garantiza ---reamortizado al día veintiuno (21) de agosto de mil nuevecientosnoventa y dos (1992) dió un saldo deudor montante a VEINTISIETE -MIL SETECIENTOS DOLARES (\$27,000.00) de principal y TRES MIL ----OCHENTA DOLARES CON CUARENTA CENTAVOS (\$3,080.40), de intereses,para un total de TREINTA MIL SETECIENTOS OCHENTA DOLARES CON----CUARENTA CENTAVOS (\$30,780.40), con intereses a razón del CUATRO-Y MEDIO PORCIENTO (4.50 %) ANUAL y el cual devengará intereses arazón del cuatro y medio porciento (4.50 %) anual y habrá de serpagado en la siguiente forma: Un primer pago por la suma de----ciento cuarenta Dólares (\$140.00) en o antes del día veintiuno---(21) de agosto de Mil Nuevecientos Noventa y tres(1993), y Ciento Cuarenta Dólares (\$140.00) en o antes de cada veintiuno (21) de-agosto subsiguiente hasta el veintiuno (21) de agosto del año mil novecientos noventa y siete (1997), inclusive; y cuatro míl----quinientos dólares (\$4,500.00) en o antes del veintiuno (21) de agosto de mil novecientos noventa y ocho (1998) y cuatro mil---quinientos dólares (\$4,500.00) en o antes de cada veintiuno (21)de agosto subsiguiente hasta el año dos mil ocho (2008),----inclusive, según resulta de la escritura número cuarenta (40) del veintiuno (21) de agosto de mil nuevecientos noventa y dos (1992) ante el Notario autorizante. ----------Manifiesta el compareciente Don Rafael Luis Rodríguez Martínez que el Gobierno puede cambiar el porciento de interés de acuerdocon los reglamentos de la Administración de Hogares para -----Agricultores, no más frecuente que trimestralmente, notificando -

> José Angel Machuca Romero Notario Público

[Handwritten] Delgado Gonzalez, Expedito

FmHA Form 1940-17 (S) (Rev. 12-88)

TYPE OF LOAN UNITED STATES DEPARTMENT OF Type: EM (M842) X Regular AGRICULTURE Limited Resources FARMERS HOME ADMINISTRATION In accordance with: PROMISSORY NOTE X Consolidated Farm and Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978 Name: EXPEDITO DELGADO GONZALEZ ACTION REQUIRING NOTE: State: PUERTO RICO Office: HUMACAO X Initial Loan Restructuring Case Number: 63-003-583400052 Reamortization Subsequent Loan Date: March 2nd, 1990 Consolidation Consolidation and Debt Reduction Fund Code: 43 Subsequent Loan Loan Number: 03 Sale on Credit

> Deferred Payments Conservation Easements

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in Ave. Cruz Ortiz Stella # 62 HUMACAO, PUERTO RICO 0661, or at another location designated in writing by the Government, the principal sum of TWENTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$27,700.00) plus interest on the unpaid principal of FOUR AND ONE HALF PERCENT (4,50%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in FOUR (4) installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$10,967.00......on January 1, 1991

and \$9,967.00 subsequently each year thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable THREE (3) years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or restructured, interest accumulated for over ninety (90) days as of the date of this instrument will be added to the principal and this new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests accumulated during the deferment period and then to interests computed to the effective date of the payment and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

Whenever this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Debt Reduction", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

CODE AND AMOUNT OF LOAN NOTE: \$	INTEREST RATE: %	DATE:	ORIGINAL BORROWER:	LAST INSTALLMENT DUE:
----------------------------------	---------------------	-------	-----------------------	-----------------------------

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-EROSIVE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, paragraph G, section 1940 of 7CFR. If (1) the loan period goes beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower tries to produce crops on highly-erosive

soils exempt from the restrictions under Exhibit M until January 1, 1190, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the Borrower's farm, whichever comes later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must prove that he is actively applying a soil conservation plan approved by the Soil Conservation Service (SCS) or by the appropriate Soil Conservation District for the highly-erosive soils if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he must prove that any crop production on highly-erosive soils after said date shall be done according to a conservation plan approved by the Soil Conservation service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]	
EXPEDITO DELGADO GONZALEZ [Signature]	(BORROWER) (SEAL)
CARMEN MEDINA SANTANA (SEAL)	(BORROWER)

HC 3 BOX 12901 YABUCOA, PUERTO RICO 00767

PAYMENT LOG

AMOUNT DATE AMOUNT DATE AMOUNT DATE \$27,700.00 March 2, 1990 \$

TOTAL: \$27,700.00

#### ATTACHMENT A

The amount of this promissory note and the mortgage securing it, re-amortized on March fifteen (15) of nineteen ninety-one (1991) had an unpaid balance of TWENTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$27,700.00) of principal and ONE THOUSAND TWO HUNDRED NINETY DOLLARS AND NINETY CENTS (\$1,290.90) of interests, to make a total of TWENTY-EIGHT THOUSAND NINE HUNDRED NINETY DOLLARS AND NINETY CENTS (\$28,990.90), with interests at the annual rate of FOUR AND ONE HALF PERCENT (4.5%), which shall accrue interests at the annual rate of FOUR AND ONE HALF PERCENT (4.5%) and shall be paid as follows: Six thousand six hundred five dollars (\$6,605.00) on or January first (1st) of nineteen ninety-two (1992) and Six thousand six hundred five dollars (\$6,605.00) on or before January first (1st) of every year subsequently thereafter until January first (1st) of nineteen ninety-one (1991) before authorizing notary.

The appearing party, Jose A. Torres Correa, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness.

In Humacao, Puerto Rico on March fifteen (15) of nineteen ninety-one (1991).

[Signature]
Jose Angel Machuca Romero
Notary Public

#### ATTACHMENT B

The amount of this promissory note and the mortgage securing it, re-amortized on August twenty-one (21) of nineteen ninety-one (1991) had an unpaid balance of TWENTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$27,700.00) of principal and THREE THOUSAND EIGHTY AND FORTY CENTS (\$3,080.40) of interests, to make a total of THIRTY THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND FORTY CENTS (\$30,780.40), with interests at the annual rate of FOUR AND ONE HALF PERCENT (4.5%), which shall accrue interests at the annual rate of FOUR AND ONE HALF PERCENT (4.5%) and shall be paid as follows: One first installment in the amount of One hundred forty dollars (\$140.00) on or before August twenty-first (21st) of nineteen ninety-three (1993), and One hundred forty dollars (\$140.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of nineteen ninety-seven (1997) inclusive, and Four thousand five hundred dollars (\$4,500.00) on or before every August twenty-first (21st) of every year until the year two thousand eight (2008) inclusive, pursuant to deed number forty (40) of August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Luis Rodriguez Martinez, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness.

In Humacao, Puerto Rico on August twenty-first (21) of nineteen ninety-two (1992)

[Signature]
Jose Angel Machuca Romero
Notary Public

# **CERTIFICATE**

I hereby certify that the attached Promissory Note and Attachment is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007

STATE OF WASHING Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

r r	
orm. FmHA 427-1(S) PR Rev. 10-82)	NUMBER TWENTY ONE (21)
	HIPOTECA VOLUNTARIA
rio 133 rio 545 a 2:20	En Humacao, Puerto Rico, a los dos (2) días del mes de marzo  lo Humacao, Puerto Rico, at the two (2) days of the month—— de mil novecientos noventa (1990).———————————————————————————————————
na Dunga 6/90	ANTE MI  BEFORE ME
· ·	AIDA LUZ MORINGLANE RUIZ
	Abogado y Notario Público de la Isla de Puerto Rico con residencia en LAS Attorney and Notary Public for the Island of Puerto Rico, with residence in Las Piedras
	Piedras, Puerto Rico y oficina en Humacao, Puerto Rico Puerto Rico. Humacao,
	COMPARECENAPPEAR
200 de /s	Las personas nombradas en el pártafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage———————————————————————————————————
Sarre de la Ordinie des H	dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales bereinalter called the "mortgagor" and whose personal circumstances
	aparecen de dicho párrafo
E GUMACAO	Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
No Rica	de su edad, estado civil, profesión y vecindad
	Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in sull enjoyment of their civil rights, and the free administration
1'00	de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
500 500 4	miento, voluntary mortgage.
KANIMA + 1 (V) (AEO, 1º 1) - 1 (V)	EXPONEN
XXX Coo	PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in————————————————————————————————————
	párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
J.	denominada de aquí en adelante "los bienes"
	SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens
ST MORINGI	se especifican en el párrafo UNDECIMO.————————————————————————————————————
	TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States———————————————————————————————————
PUFPER THE	América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,————————————————————————————————————
TOUGADA-100 NEW	res, denominado de aquí en adelante el "acreedor hipotecario", en relación con hereinafter called the "mortgagee" in connection with————————————————————————————————————



rogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por hereinafter called "the note" whether one or more, it is required by----el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of thelas contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges hayan estimado sobre la propiedad hipotecada.----(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the suma de principal especificada en el mismo, concedido con el propósito y la inten-principal amount specified therein made with the purpose and intentionción de que el acreedor hipotecarío puede ceder el pagaré en cualquier tíempo y that the mortgagee, at any time, may assign the note and asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One---consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended .-(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgageeser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,————— prestamista asegurado. (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré.----(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee, hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lenderdeterminarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder----dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-will forego his rights and remedies against the mortgagor and any-





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quiera otros en relación con dicho préstamo así como también a los beneficios others in connection with said loan, as well as any beneficios del seguro y a requesimiento

de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the

violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any------

cualquier convenio suplementario por parte del deudor.-----supplementary agreement.

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the-----

que el acreedor 'apotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagec should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestashall secure payment of the note; but when the note is held by an insured------

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt

constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumagainst loss under its insurance endorsement by reason of any default-

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note-

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgagee

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVEamount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the

pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,----

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof-

consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enhercin to indemnify and save harmiess the mortgagee against loss under its-

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any------

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in







subparrafo (Tres) del parrafo NOVENO de este instrumento y para asegurar el subparagraph (Three) of paragraph NINTH hereof, and to secure the cumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagorcontenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgage onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,————— derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging, a los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or-por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or ---total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full. En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el ac ecthereon before and after maturity until paid, losses sustained by the --dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, and-quier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other dishursements and advances by the mortgagee for the mortgagor's accounthipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses andgastos y honorarios de abogado del acreedor hipotecario, toda extensión o renoattorney's fees of the mortgagee all extensions and renewals of any of ---vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligations, with interest on all and all other charges and additional adicional especificada en el párrafo NOVENO de este documento.---amounts as specified in paragraph NINTH hereof .-SEXTO: El deudor hipotecario expresamente conviene lo siguiente:----SIXTH: That the mortgagor specifically agrees as follows: --(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness





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aquí garantizada e indemnizar y conservar libre de pérdida al acreedor hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any

bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.

En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the

deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,

hipotecario como agente cobrador del tenedor del mismo.

(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal

y cualquier cargo por delincuencia requerido en el presente o en el futuro por los :

la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder

Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held------

por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advance-----

por el acreedor hipotecario por cuenta del deudor hipotecario.

párrafo devengará intereses a razón del subparagraph shall bear interest at the rate of Four and One Half-----

anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga.

to the mortgagee.

(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mongagee, any

o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs,

dos o para contribuciones o impuestos u otro gasto similar por razón de haber or for taxes or assessments or other similar charges by reason of the







el deudor hipotecario de jado de pagar por los mismos, devengará intereses a razón mortgagor's falture to pay the same, shall bear interest at the rate
del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance
hasta que los mismos sean satisfechos por el deudor hipotecario.
(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo- (Five) All advances made by mortgagee as descrabed in this mortgage,
teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo- with interest, shall be immediately due and payable by the mortgagor———————————————————————————————————
tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the
designado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance
hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant
del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the
primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments————————————————————————————————————
pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any
otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee
hipotecario determinare.
(Seis) Usar el importe del préstamo evidenciado por el pagaré únicamente para (Six) To use the loan evidenced by the note solely-
los propósitos autorizados por el acreedor hipotecario.————————————————————————————————————
(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá- (Seven) To pay when due all taxes, special assessments, liens
menes y cargas que graven los bienes o los derechos o intereses del deudor hipo- and charges encumbering the property or the right or interest of mortgagee
tecario bajo los términos de esta hipoteca
(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie- (Eight) To procure and maintain insurance against sire and other hazards as required
ra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bie- by mortgagee on all existing buildings and improvements on the pro
aes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any huddings and improvements put there on in the future. The insurance against
otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions
aprobare el acreedor hipotecario.
(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To heep the property in good epudition and promptly make all-
reparaciones necesarias para la conscruación de los bienes; no cometerá ni per- necessary repairs for the conservation of the property; he will not commit not
mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not remove nor demolish





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VIII



(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require, información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the----la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations————— (Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or nototorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and if such inspection or examination shall—— minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-dísclose, in the judgment of mortgagee, that the security given is being lessened mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by thedeudor hipotecario de los convenios de esta hipoteca. --mortgagor of the covenants of this mortgage .--(Trece) Si cualquier otra persona detentare con o impugnare el derecho de posesión (Thirteen) If any other person interferes with or contests the right of possession del deudor hipotecario a los bienes, el deudor hipotecario inmediatamente notificará of the mortgagor to the property, the mortgagor will immediately notify --al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgages of such action, and mortgages at its optionpodrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its---para adelantos, gastos y otros pagos. esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acrec-should abandon the property or voluntarily deliver it to mortgager, res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, ----en el orden y manera que el acreedor hipotecario determinare. --in what ever order and manner mortgagee may determine. ----ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solícitará mortgagor, at mortgagec's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to sarias en la agencia cooperativa en relación con dicho préstamo. (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default accur in the performance or discharge of any obligation secured———— con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declarado or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acree-incompetent, a bankrupt, or an insolvent, or make an assignment for the benefit of





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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned,vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise, sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is-----irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, al its option, and without notice: (One) to declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two) incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or costs for the protection and preservation of the property----y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) (Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgageetodus los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, in-of this mortgage and of the note and of any supplementary agreement, including cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-the costs of survey, evidence of title, court costs, recordation fee and rarios de abogado. (Dicciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement obligaciones aquí contenidos o similares u otros convenios, y sin afectar la respon-obligation herein set forth, and without affecting the liability sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness garantizada v sin afectar el gravamen impuesto sobre los bienes o la prioridad del eccured hereby, and without affecting the lien created upon tool property or the priority of gravámen, el acreedor hipotecario es por la presente autorizado y con poder en said lien, the mortgagee is hereb y authorized and empowered at cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obli-any time (one) waive the performance of any covenant or obligation. 



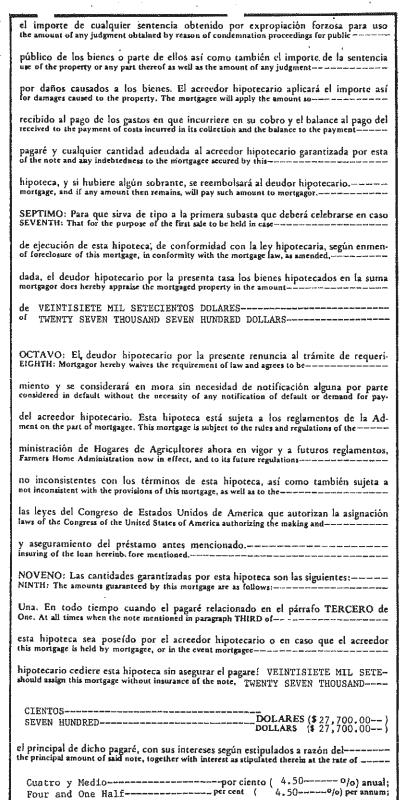


negociar con el deudor hipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbestance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-consent of the holder of the note when it is held by mista asegurado) o para el pago de cualquier deuda a favor del acreedor hipotecaan insured lender) or for payment of any indebtedness to mortgagee rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-hereby secured; or (three) execute and deliver partial releases of any quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o part of said property from the lien hereby created or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre ment of this mortgage to any other lien over---(Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, (Nineteen) All right, title and interest in or to this mortgage,incluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones including but not limited to the power to grant consents, partial releases,----parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively inacreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída other real estate or crop or chattel mortgage held o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-or insured by mortgagee and executed or assumed by mortgagor, tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shall constituirá incumplimiento de esta hipoteca. remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law, será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration. Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in thecaso del deudor hipotecario, a él a la dirección postal de su residencia según se case of mortgagor to him at the post office address of his residence as stated especifica más adelante.--(Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee





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Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an insured lender:
(A) VEINTISIETE MIL SETECIENTOS
DOLARES (\$ 27,700.00)
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado tor indemnifying the mortgagee for advances to the insured lender
por motivo del incumplimiento del deudor hipotecario de pagar los plazos segun by reason of mortgagor's failure to pay the installments as
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,
Tercero;
(B) CUARENTA Y UN MIL QUINIENTOS CINCUENTA
(B) FORTY ONE THOUSAND FIVE HUNDRED FIFTY
DOLARES (\$ 41,550.00)
DOLLARS (\$ 41,550.00)
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might
sufrir bajo su seguro de pago del pagaré.
Tres. En cualquier caso y en todo tiempo;
(A) ONCE MIL OCHENTA DOLARES
(\$ 11,080.00) para intereses después de mora:
(B) CINCO MIL QUINIENTOS CUARENTA DOLARES
( 5,540.00) para contribuciones, seguro y otros adelantos para la con- 5,540.00) for taxes, insurance and other advances for the preservation
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrafo and protection of this mortgage, with interest at the rate stated in paragraph
SEXTO, Tercero;
(C) DOS MIL SETECIENTOS SETENTA DOLARES
(\$ 2,770.00) para costas, gastos y honorarios de abogado en caso (\$ 2,770.00
de ejecución;————————————————————————————————————
(D) DOS MIL SETECIENTOS SETENTA DOLARES(D) TWO THOUSAND SEVEN HUNDRED SEVENTY DOLLARS
(\$ 2,770.00) para costas y gastos que incurriere el acreedor hipoteca- (\$ 2,770.00
rio en procedimientos para defender sus intereses contra cualquier persona que inter- proceedings to defend its interests against any other person interfering with
venga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as
se consigna en el párrafo SEXTO, Trece.———————————————————————————————————





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DECIMO: Que el (los) pagaré(s) a que se hace referencia en el párrafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD-
de esta hipoteca es (son) descrito(s) como sigue:
"Pagaré otorgado en el caso número Sesenta y Tres guión Cero Tres guión "Promissory mote executed in case number Sixty Three hyphen Cero Three hyphen Quinientos Ochenta y Tres guión Cuarenta guión Cero Cero Cincuen- Five Hundred Eighty Three hyphen Forty hyphen Cero Cero Fifty ta y Dos
de marzo de mil novecientos——— day of March
noventa
TOSdólares de principal más SEVEN HUNDREDof principal plus
intereses sobre el balance del principal adeudado a razón del Cuatro y Medio interest over the unpaid balance at the rale of Four and One Half
4.50
hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi- until the principal is totally paid according to the terms, installments,
ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed
entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the
representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero enlire debt herein evidenced, if not sooner paid, will be due
a los tres (3)and payable three (3)
años de la fecha de este pagaré.————————————————————————————————————
Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Said promissory note is given as evidence of a loan made by the————————————————————————————————————
Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United
Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act
of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as-
han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers———————————————————————————————————
de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the
Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE. ———————————————————————————————————
UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que se ELEVENTH: That the property object of this deed and over which
constituye Hipoteca Voluntaria, se describe como sigue:



RURAL: Farm with a surface area of SEVENTEEN POINT FIFTY-FOUR FIFTEEN CUERDAS (17.5415), equivalent to sixty-eight thousand nine hundred forty-five point one thousand two hundred ninety-five (68,945.1295 m), located in Barrio Calabazas of the Municipality of Yabucoa. Its boundaries are: to the North, in different alignments with a municipal road; to the South, with land of Juan Vega Pagan; to the East, in a distance of thirty-nine point eight hundred thirty-seven lineal meters with the remainder of the main farm; and to the West, in a distance of four hundred eighty-five point three hundred nineteen lineal meters with land of Encarnación Ruiz and Juan Cruz Pagan.

Borrower acquired the above mentioned farm through Deed of Sale, pursuant to deed number forty-three (43), dated July two (2) of nineteen eighty-seven (1987), executed in the city of Humacao, Puerto Rico before the notary Israel Delgado Ramos.

Said property is recorded on page two hundred seventy (270), volume two hundred six (206 of Yabucoa, farm number thirteen thousand one hundred eighteen (13,118).

The parties appearing in the present deed as Mortgagors are EXPEDITO DELGADO GONZALEZ and CARMEN MEDINA SANTANA, both of legal age, married to each other, property owners and residents of Yabucoa, Puerto Rico; whose address is HC Three Box twelve nine zero one (12901), Yabucoa Puerto Rico, zero, zero, nine, six, seven, nine, seven, ten (00967-9710)

THIRTEENTH: The proceeds of the loan herein guaranteed were used or will be used

## **CERTIFICATE**

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

RUSTICA: Finca compuesta de Diez y Siete punto Cincuenta y Cuatro Quince Guerdas (17.5415) equivalentes a Setenta y Ocho MilNovecientos Guarenta y Cinco punto doce noventa y cinco metros(68,945.1295 mts) sito en el Barrio Calabazas del término municipal de Yabucoa, en lindes: por el Norte, en distintas alineaciones con un Camino Municipal; por el Sur, con terrenos de JuanVega Pagán; por el Este en una distancia de Ciento Treinta y Nueve Punto Ochocientos Treinta y Siete metros lineales con el Remanente de la finca principal y por el Oeste, en una distancia de Cuatrocientos Ochenta y Cinco punto Trescientos Diez y Nueve Me-tros lineales con terrenos de Encarnación Ruiz y Juan Cruz Pagán.
Adquirió el prestatario la descrita finca por Borrower acquired the described property by  Compraventa————————————————————————————————————
según consta de la Escritura Número Guarenta y Tres (43)
de fecha dos de jullo de mil novecientos ochenta y siete
otorgada en la ciudad de executed in the city of Humacao, Puerto Rico.
ante el Notario before Notary  Israel Delgado Ramos Lsrael Delgado Ramos
Dicha propiedad se encuentra inscrita en el Registro de la Propiedad Said property is registred in the Registry of the Property of Humacao, de Humacao, al folio doscientos setenta, tomo Doscientos Seis de at the page two hundred seventy, book two hundred six of Yabucoa Yabucoa, finca número trece mil ciento dieciocho
DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote- TWELFTH: The parties appearing in the present deed as Mortgagors
carios Don Expedito Delgado González y Doña Carmen Medina Santana- are Mr Expedito Delgado González y Doña Carmen Medina Santana- quienes son mayores de edad, casados entre sí, propictarios y ve- of legal age, married to each other, owners and residents of- cinos de Yabucoa, Puerto Rico Yabucoa, Puerto Rico cuya dirección postal es: HC tres Box doce nueve cero uno, Yabucoa,- whose postal address is: HC Three Box Twelve Nine Cero One, Yabucoa,- Puerto Rico, Cero Cero Siete Seis Siete Nueve Siete Diez Puerto Rico Cero Cero Seven Six Seven Nine Seven Ten
DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado
THIRTEENTH: The proceeds of the loan herein guaranteed was used or will be used





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para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physical——

físicas en la finca(s) descrita(s).

tura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loan-

aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unless-----

que el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well as

violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will cause

vencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and the

aptitud el Gobierno de declarar vencido o pagadero el préstamo y proceder a la Government ai its option may declare due and payable the loan and proceed to

ejecución de la hipoteca.....the in relosure of the mortgage.....

ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while the

tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the present—————

ducños deudores o por sus cesionarios o causahabientes.

DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The morigagor by these presents hereby waives jointly and

representantes a favor del acreedor (ADininistración de Hogares de Agricultores), representatives, in favor of mortgages (Farmers Home Administration)

cualquier detecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestead right (Homestead) that presendy w in the future

pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildings-----

alli enclavados o que en el futuro fueran constructos; renuncia esta permitida thereoa or which in the future may be constructed; this waiver being permitted

o savot de la Administración de Hogares de Agricultores por la Ley Número trece in savot of the Farmers Home Administration by Law Number Thirteen

(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31

DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual SEVENT-ENTH: Mortgagee and mortgagor agree that any

quier estufa, horno, calentador comprado o financiado total o parcialmente con stove, oven, water heater, purchased or financed completely or partially with-------







fondos del préstamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understond to form part
de la propiedad gravada por esta Hipoteca. ————————————————————————————————————
DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EIGHTEENTH: The mortgagor agrees and obligates himself to move————————————————————————————————————
y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty
días a partir de la fecha de la inspección final; y en caso de circunstancias impredays from the date of final inspection, and in the event of unforescen circumstances————————————————————————————————————
vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will-
notificará por escrito al Supervisor Local.
DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTH: All improvement, construction or building constructed
en dicha sinca durante la vigencia antes mencionada deberá ser construída previa- on said sarm(s) during the term hereinbesore referred to, must be made with the previous
autorización por escrito del acreedor hipotecario conforme a los reglamentos pre- consent in writing of mortgagee in accordance with present regulations————————————————————————————————————
sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the tederal and
locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern
estos tipos de préstamos.
VIGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de TWENTIETH: This instrument also secures the recapture of
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios any interest credit or subsidiy which may be granted to the borrower(s) by the
por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant to Forty-Two
de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)
EL proposito del prestamo es para refinanciar debitos y para
The purpose of the loan is for refinance debts and operating
operar la antes descrita propiedad
the before describe property.
Se tomará como tercera hipoteca la propiedad
Over which third voluntary mortgage is constituted.





### **ACCEPTANCE**

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So they say and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who GIVES FAITH to everything contained in this deed.

# I CERTIFY THAT IT HAS BEEN SIGNED BY: EXPEDITO DELGADO GONZALEZ AND CARMEN MEDINA SANTANA

Signed, sealed, stamped and endorsed by Aida Luz Moringlane Ruiz. The appropriate Notary Tax seal has been placed on this document.

All the initials of the executors have been placed in the margin of each and every one of the

pages in the original. (17 pages)

The preceding copy is a true and exact of the original deed filed under the number indicated in my protocol. In witness whereof, and for delivery to EXPEDITO DELGADO GONZALEZ, I issue this certified copy, which I sign, seal, and endorse, on the same date and same place of its execution. I BEAR WITNESS AND CERTIFY.

[Signature]

## **CERTIFICATE**

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed the CAPDED 20th day of August of 2007)

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

na FmHA 427-1(S) PR 7. 10-82)

#### -ACEPTACION-- ACCEPTANCE

El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once

Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties)......

sin requerir la presencia de testigos después de renunciar su derecho a ello del que without demanding the presence of witnesses after waiving his (their) right to do so of which

advertí.advised him (them),---

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its-

en su contenido, pone(n) sus iniciales en cada uno de los fólios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed---

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES----

FE de todo el contenido de esta escritura. -----FAITH to everything contained in this deed .----

CERTIFICO FIRMADO POR: EXPEDITO DELGADO GONZALEZ Y

CARMEN MEDINA SANTANA







Firmado, signado, rubricado y sellado: Alda Luz Moringlane Ruiz.

Aparecen adherides y cancelados los correspondientes Selles de hentar intervas, si cel Cologio de Abogados de Puerro Rice y et del pota to estaropado. - Aparesen además tas inic ales de a rechercies en todos y cada uno ue los folios de esta escritura. (17 folios)

Concuerda bien v Carne da con el original de su contemad obran com mi moto o comi ale de in the reptas publicos a que me conito y a potición de parte interesaga, EXPEDITO DELGADO GONZALEZ

expido 25% primara copia certificada en el mismo sitio y fecha de lu otorgamiento.

DOY FE Y CERTIFICO.

200

It is recorded on page 271 reverse, volume 206 of Yabucoa, entry # 5th, farm # 13,118. It is encumbered by two mortgages in the amount of \$15,000.00 each one to the order the United States of America and by the mortgage furnished through this document. Humacoa, July 12nd, 1990

No fees

[Signature] Recorder [Seal]

## CERTIFICATE

I hereby certify that the attached Data Recording Document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris

Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this CAPDE 20th day of August of 2007

20th day of August of 2007.

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/10

Lascieto folio 291 reto. Aono 306 yalunca, for. 13,118 linso 5 ta. Afecta a Dhipitecas par 415,000.00 cala ma E favar de Estalas Vaides de america y a la hispoteca que por el presente documento se constituye Lunacoso a 12 de julio de 1990.

P. Dico.

## CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juany Puerto Rico

Juan M. Ortiz Serbiá State Executive Director



ESCRITURA NUMERO CUARENTA (40)
REAMORTIZACION DE PRESTAMO HIPOTECARIO Y
En la ciudad de Humacao, Puerto Rico, a los
veintiun (21) dias del mes de agosto de mil
novecientos noventa y dos (1992)
ANTE MI
JOSE ANGEL MACHUCA ROMERO, Abogado y Notario
Público, con residencia y oficina abierta en la
ciudad de Carolina, Puerto Rico
COMPARECEN
DE LA PRIMERA PARTE: DON EXPEDITO DELGADO
GONZALEZ, seguro social número
, ү

E. Dig C.M. of RLIEM DONA CARMEN MEDINA SANTANA, seguro social número----

t, mayores de edad, casados entre sí,----

propietarios, y vecinos de Yabucoa, Puerto Rico, enadelante denominados LOS DEUDORES HIPOTECARIOS.------DE LA SEGUNDA PARTE: Los Estados Unidos de-----América, por conducto de La Administración de-----Hogares para los Agricultores, también conocida----como la Farmers Home Administration, a tenor con----las disposiciones de la Ley del Congreso titulada--"CONSOLIDATED FARMERS HOME ADMINISTRATION ACT OF---NINETEEN SIXTY ONE (1961)", con oficinas principales
en Washington, Distrito de Columbia, representada----

en este acto por DON RAFAEL LUIS RODRIGUEZ MARTINEZ,

seguro social número



casado, mayor de edad, empleado y vecino de San----Juan, Puerto Rico, en su caracter de Supervisor---Local, cuyo caracter consta debidamente acreditado-caracter Registro de la Propiedad, en adelante -----denominado como el ACREEDOR HIPOTECARIO.-----

______ ---De conocer personalmente a los comparecientes, ypor sus dichos con relación a su edad, estado civil, profesión y vecindad. Me aseguran tener, y a mi---juicio tienen la capacidad legal necesaria para el-presente otorgamiento, y a tal efecto libre y----voluntariamente-----_____EXPONEN------PRIMERO: Que los Deudores Hipotecarios son dueñosen pleno dominio de las siguientes propiedades:------- "RUSTICA: Finca compuesta de DIECISIETE PUNTO----CINCUENTA Y CUATRO QUINCE CUERDAS (17.5415),----equivalentes a sesenta y ocho mil novecientos----cuarenta y cinco punto doce noventa y cinco metros--(68,945.1295 mts.) sito en el Barrio Calabazas del-término municipal de Yabucoa, en lindes por el-----NORTE, en distintas alineaciones con un camino----municipal; por el SUR, con terrenos de Juan Vega----Pagán; por el ESTE, en una distancia de ciento----treinta y nueve punto ochocientos treinta y siete--metros lineales con el remanente de la finca----principal; y por el OESTE, en una distancia de---cuatrocientos ochenta y cinco punto trescientos---diecinueve metros lineales con terrenos de-----Encarnación Ruíz y Juan Cruz Pagán". -------Inscrita al folio doscientos setenta (270), tomodoscientos seis (206) de Yabucoa, finca trece mil--ciento dieciocho (13,118), de Yabucoa, Puerto Rico,inscripción primera. -----------CARGAS Y GRAVAMENES---------Se halla afecta dicha propiedad a cuatro (4)----hipotecas en garantía de Pagares a favor de los----Estados Unidos de América; las cuales se describen a : continuación: -----A) Quince Mil Dólares (\$15,000.00); constituída por escritura número treinta y uno (31) del veintinuevede julio de mil novecientos ochenta y ocho {1988}--ante el Notario Israel Delgado Ramos, en Humacao, ---

ANGEL MACHILLA POC400 . NOTAR

> --Inscrita al folio doscientos setenta vuelto-----(290 vto.), tomo doscientos seis (206) de Yabucoa,-finca trece mil ciento dieciocho (13,118).-----

Puerto Rico.

B) (Quince Mil Dólares (\$15,000.00); constituída por escritura cuarenta (40) del diez (10) de noviembre--

de mil novecientos ochenta y ocho (1988) ante el ---Notario Israel Delgado Ramos, en Humacao, Puerto ---Rico. --Inscrita al folio doscientos setenta y uno (271),tomo doscientos seis (206) de Yabucoa, finca trece-mil ciento dieciocho (13,118).----C) Veintisiete Mil Setecientos Dólares ------(\$27,700.00); constituída por la escritura número -veintiuno (21) de dos (2) de marzo de mil ----novecientos noventa (1990), ante la Notario Aida Luz Moringlanes Ruíz, en Humacao, Puerto Rico. -----Esta hipoteca fue modificada a la suma de veintiocho mil novecientos noventa dólares con noventa centavos (\$28,990.90) mediante escritura de Reamortización de Préstamo Hipotecario y Modificación de Hipoteca ---número quince (15) del quince (15) de marzo de mil novecientos noventa y uno (1991) ante este mismo --notario que autoriza y suscribe. -------Inscrita al folio doscientos setenta y uno vuelto-(271 vto.), tomo doscientos seís (206) de Yabucoa,--finca trece mil ciento dieciocho (13,118).-----D) Diez Mil Dólares (\$10,000.00), constituída por la escritura número treinta (30) del diez (10) de -julio de mil novecientos noventa y uno (1991) ante este mismo notario autorizante y que suscribe. ------Inscrita al folio doscientos setenta y dos (272),---- SEGUNDO: Manifiestan Los Deudores Hipotecarios--

que con el fin de reamortizar la deuda hipotecaria-constituida mediante la escritura de hipoteca en----

garantía de pagare número veintiuno (21) arriba----descrita e identificada con la letra "C", según ---modificada y reamortizada mediante la escritura ---mingro quince (15) del quince (15) de marzo de mil-novembrantos noventa y uno (1991), ante este mismo ---

del agregdor hipotecario, Estados Unidos de América,

solicitaron y obtuvieron el consentimiento-

TO THE TO

actuando por conducto y a través de la -------Administración de Hogares para Agricultores de ----conformidad con la ley del Congreso titulada-----"Consolidated Farmers Home Administration Act of----1961" y por el reglamento aprobado al efecto para--reamortizar la deuda hipotecaria. ---------TERCERO: Manifiestan los comparecientes Don----Expedito Delgado González y Doña Carmen Medina-----Santana que es de su propio y personal conocimientotodas y cada una de las claúsulas, obligaciones, y-estipuláciones contenidas en la escritura de----hipoteca, y en este acto en forma clara, y solemne y terminante, se obligan a cumplir todas y cada de---dichas obligaciones claúsulas y estipulaciones-----L. Description de Hogares para----Agricultores (FmHA).------ REAMORTIZACION Y MODIFICACION DE PAGARE HIPOTECA ---- CUARTO: Manifiesta EL ACREEDOR HIPOTECARIO por--conducto del compareciente Don Rafael Luis Rodriguz-Martinez, en el caracter que ostenta, que habiendo-sido aceptados Los Deudores Hipotecarios para----recibir los beneficios de la ley del Congreso-----"Consolidated Farmers Home Administration Act of----1961", según enmendada, ha convenido en reamortizary modificar la forma de pago de los plazos-----consignados en el Pagaré y en la hipoteca que por la por la escritura antes dicha fue modificada a la --cantidad de VEINTIOCHO MIL NOCECIENTOS NOVENTA -----DOLARES CON NOVENTA CENTAVOS (\$28,990.90) en la---siguiente manera: el importe total adeudado al ----veintiuno (21) de agosto de mil nuevecientos noventa y dos (1992) asciende a la cantidad de VEINTISIETE--MIL SETECIENTOS DOLARES (\$27,000.00) de principal y-RES MIL OCHENTA DOLARES CON CUARENTA CENTAVOS -----(\$3,080.40), de intereses, para un total de TREINTA-

PATON , OOF

MIL SETECIENTOS OCHENTA DOLARES CON CUARENTA -----CENTAVOS (\$30,780.40), con intereses a razón del ---CUATRO Y MEDIO PORCIENTO (4.50 %) ANUAL y la cual -habrá de ser pagada de la siguiente forma: Un primer pago por la suma de ciento cuarenta Dólares -----(\$140.00) en o antes del día veintiuno (21) de ----agosto de Mil Nuevecientos Noventa y Dos (1992), y -Ciento Cuarenta Dólares (\$140.00) en o antes de cada veintiuno (21) de agosto subsiguiente hasta el ----veintiuno (21) de agosto del año mil novecientos---noventa y slete (1997), inclusive; y cuatro mil ---quinientos dólares (\$4,500.00) en o antes del ----veintiuno (21) de agosto de mil novecientos noventay ocho (1998) y cuatro mil quinientos dólares -----(\$4,500.00) en o antes de cada veintiuno (21) de --agosto subsiguiente hasta el año dos mil ocho -----(2008), inclusive. --------El (los) acreedor(es) posterior(es), mediante----Declaración Jurada, ha(n) consentido en que el-----Gobierno de Los Estados Unidos de América, actuandotraves de la Administración de Hogares para-----Agricultores, de su Departamento de Agricultura, lesume el interés acumulado al principal aumentando--la cantidad total adeudada y extender el término---del vencimiento de dicha deuda si fuera necesario .--Esta transacción no cambiará la posición de----prioridad hipotecaria registrada a favor de Los----Estados Unidos de América. ---QUINTO: El compareciente, Don Rafael Luis -----Rodríguez Martinez, en el caracter que ostenta, me-muestra a mí, el Notario, el Pagaré garantizado conla hipoteca relacionada en el Expositivo Primero deesta escritura, y me asegura que no ha sido----negociano, ni gravado en forma alguna por su actualtenedor poseedor, Los Estados Unidos de América, y

€.D:65 Q.m. J

PATON

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una vez identificado por mí, el Notario,----cerciorándome de que se trata del mismo Pagaré----original procedo a poner un anexo a éste denominado-"ATTACHMENT B" y que se ha hecho formar parte de el, a los efectos de proveer espacio adicional para losendosos y descuentos de dicho pagaré, el cual----contiene el siguiente texto: "El importe de este---pagaré y la hipoteca que lo garantiza reamortizado-al día veintiuno (21) de agosto de mil nuevecientosnoventa y dos (1992) dió un saldo deudor montante a-VEINTISIETE MIL SETECIENTOS DOLARES (\$27,000.00) deprincipal y TRES MIL OCHENTA DOLARES CON CUARENTA---CENTAVOS (\$3,080.40), de intereses, para un total de TREINTA MIL SETECIENTOS OCHENTA DOLARES CON CUARENTA CENTAVOS (\$30,780.40), con intereses a razón del----CUATRO Y MEDIO PORCIENTO (4.50 %) ANUAL Y el cual -devengará intereses a razón del cuatro y medio ----porciento (4.50 %) anual y habrá de ser pagado en la siguiente forma: Un primer pago por la suma de ----ciento cuarenta Dólares (\$140.00) en o antes del día veintiuno (21) de agosto de Mil Nuevecientos Noventa y tres(1993), y Ciento Cuarenta Dólares (\$140.00) en o antes de cada veintiuno (21) de agosto -----subsiguiente hasta el veintiuno (21) de agosto del año mil novecientos noventa y siete (1997),----inclusive; y cuatro mil quinientos dólares -----(\$4,500.00) en o antes del veintiuno (21) de agostode mil novecientos noventa y ocho (1998) y cuatro--mil quinientos dólares (\$4,500.00) en o antes de---cada veintiuno (21) de agosto subsiguiente hasta elaño dos mil ocho (2008), inclusive, según resulta de la escritura número cuarenta (40) del veintiuno (21) de agosto de mil nuevecientos noventa y dos (1992)-ante al Notario autorizante. ------Manifitesta el compareciente Don Rafael Luis -----

E.D.S C.M.S RLRM

OR THE POOL OF THE

€.D.S C.M.S RLRM

---Una vez puesta la nota (Attachment) lo devuelvo--al compareciente, señor Rafael Luis Rodríguez -----

-----NOTARIO PUBLICO-----

---Tal es la escritura que ante mí, formalizan los-comparecientes, la que aceptan en su integridad porexpresar lo pactado, haciendo Yo, el Notario, las--advertencias legales pertinentes, y especificamentela necesidad de que este instrumento público sea --presentado al Registro de la Propiedad. ---------

-----LECTURA Y OTORGAMIENTO------

TO CADO - NOTAPIO

-- KO

renunciado al derecho de hacerlo por sí mismos, elcual les advertí tenían, y habiendola hallado---conforme, la aprueban y ratifican firmando ante--mí, todo ello en un mismo acto, en el mismo día de-su otorgamiento, estampando, además, las iniciales-en el márgen izquierdo de cada una de sus folios,--ante el Notario, de todo lo cual,así como de todo lo
que upiglanamos en esta escritura puplica, YO, el---

C.D.S. C.M.S. RLRM

Públic



Herlo la modificación al falio 150 uto del torno 212 de yodenion de la fina #13118. furnovo a 08 de actube de 1992. Ain Duas

100400 NOTA

## NUMBER FORTY (40)

# DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Humacao, Puerto Rico, on August twenty-first (21st) of nineteen ninety-two (1992)

### IN MY PRESENCE

JOSE ANGEL MACHUCA ROMERO, Attorney and Notary Public with residence and offices in the city of Carolina, Puerto Rico.

### THERE NOW APPEAR

AS ONE PARTY: EXPEDITO DELGADO GONZALEZ, social Security number five and CARMEN MEDINA

SANTANA, Social Security number

), both of legal age, married to each other, property owners and residents of Yabucoa, Puerto Rico. Hereinafter referred to as "MORTGAGORS"

AS THE SECOND PARTY: UNITED STATES OF AMERICA, acting through the Farmers Home Administration, in accordance with the dispositions of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", with headquarters in Washington, District of Columbia, United States of America, represented herein by MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, Social Security number

, of legal age, married, employed and a resident of San Juan, Puerto Rico, in his capacity of County Supervisor, whose credentials are duly recorded in the Property Registry. Hereinafter referred to as MORTGAGEE:

#### I BEAR WITNESS

to my acquaintance of the appearing parties, as well as to their statements regarding their personal information as to their age, marital status, occupation and residency. They assure me that they have, and in my judgment they do have, the necessary legal capacity to execute this deed, thus, freely and voluntarily:

#### THEY DECLARE

FIRST: That the mortgagors are the owners of the following property:

A. RURAL: Farm with a surface area of SEVENTEEN POINT FIFTY-FOUR FIFTEEN CUERDAS¹ (17.5415), equivalent to sixty-eight thousand nine hundred forty-five point one thousand two hundred ninety-five (68,945.1295 m), located in Barrio Calabazas of the Municipality of Yabucoa. Its boundaries are: to the North, in different alignments with a municipal road; to the South, with land of Juan Vega Pagan; to the East, in a distance of thirty-nine point eight hundred thirty-seven lineal meters with the remainder of the main farm; and to the West, in a distance of four hundred eighty-five point three hundred nineteen lineal meters with land of Encarnación Ruiz and Juan Cruz Pagan

It is registered on page two hundred seventy (270), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118) of Yabucoa, Puerto Rico, first entry.

#### **BURDENS AND ENCUMBRANCES**

The above mentioned property is encumbered by four (4) mortgages securing the respective promissory notes to the order of the United States of America, which are described as follows:

A) Fifteen thousand dollars (\$15,000.00), furnished through deed number thirty-one (31) on July twenty-ninth of nineteen eighty-eight (1988) before the Notary Israel Delgado Ramos in Humacao, Puerto Rico.

It is recorded on page two hundred ninety (290) reverse, volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118)

B) Fifteen thousand dollars (\$15,000.00); furnished through deed number forty (40) on November ten (10)

¹ [*Translator's note: A *cuerda* is equivalent to 0.971 acres, 3,930.39 square meters, and 42,291 square feet.]

of nineteen eighty-eight (1988) before the Notary Israel Delgado Ramos in Humacao, Puerto Rico.

It is recorded on page two hundred seventy-one (271), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

C) Twenty-seven thousand seven hundred dollars (\$27,700.00); furnished through deed number twenty-one (21) on March two (2) of nineteen ninety (1990), before the Notary Aida Luz Moringlanes Ruiz in Humacao, Puerto Rico.

This mortgage was modified to the amount of twenty-eight thousand nine hundred ninety dollars and ninety-nine cents (\$28,990.90) through Deed of Re-amortization of Mortgage Loan and Mortgage Modification number fifteen (15) of March of nineteen ninety-one (1991) before the undersigned notary.

It is recorded on page two hundred seventy-one reverse (271 rev.), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

D) Ten thousand dollars (\$10,000.00) furnished through deed number thirty (30) on July ten (10) of nineteen ninety-one (1991) before the undersigned notary.

It is recorded on page seventy-two (272), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

SECOND: The mortgagors state that in order to reamortize the mortgage debt furnished through Deed of Mortgage number twenty-one (21) above described and identified under letter C as modified and re-amortized through deed number fifteen (15) of March fifteen (15) of nineteen ninety-one (1991) before the same notary, they requested and obtained the approval of the mortgagee, the United States of America, acting through the Farmers

Home Administration, in accordance with the regulations of the Congress Law titled "Consolidated Farmers Home Administration Act of 1961" and regulations approved therein, to reamortize the mortgage debt.

THIRD: The MORTGAGORS, Expedito Delgado Gonzalez and Carmen Medina Santana, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as required by the Farmers Home Administration (FmHA).

# REAMORTIZATION AND MODIFICATION OF PAYMENT OF PROMISSORY NOTE AND MORTGAGE

FOURTH: Mortgagor states, through the appearing party Rafael Luis Rodriguez Martinez in the capacity he bears, that because the mortgagors have qualified to receive the benefits of the law issued by the Congress of the United States of America mentioned in paragraph second, he has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage that was modified to the amount of TWENTY-EIGHT THOUSAND NINE HUNDRED NINETY AND NINETY CENTS (\$28,990.90) as follows: the unpaid balance on August twenty-one (21) of nineteen ninety-two (1992) amounted to TWENTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$27,700.00) of principal and THREE THOUSAND EIGHTY AND FORTY CENTS (\$3,080.40) of interests, to make a total of THIRTY THOUSAND

SEVEN HUNDRED EIGHTY DOLLARS AND FORTY CENTS (\$30,780.40), with interests at the annual rate of FOUR AND ONE HALF PERCENT (4.5%), which shall accrue interests at the annual rate of FOUR AND ONE HALF PERCENT (4.5%) and shall be paid as follows: One first installment in the amount of One hundred forty dollars (\$140.00) on or before August twenty-first (21st) of nineteen ninety-three (1993), and One hundred forty dollars (\$140.00) on or before August twenty-first (21st) of nineteen ninety-seven (1997) inclusive, and Four thousand five hundred dollars (\$4,500.00) on or before every August twenty-first (21st) of every year until the year two thousand eight (2008) inclusive.

Mortgagor(s) consent(s), through affidavit, that the US Government, acting through the Agricultural Department of the Farmers Home Administration may add the accrued interest to the principal, thus increasing the total amount owed and to extend the due date if needed.

This transaction shall not modify the priority mortgage position in favor of the United States of America.

FIFTH: The appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage described in First paragraph herein, and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and

once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place an attachment to it referred to as ATTACHMENT B and which shall become part thereof with the purpose to provide extra space for the endorsements and discounts of said promissory note. Such attachment contains the following text: The amount of this promissory note and the mortgage securing it, reamortized on August twenty-one (21) of nineteen ninety-one (1991) had an unpaid balance of TWENTY-SEVEN THOUSAND SEVEN HUNDRED DOLLARS (\$27,700.00) of principal and THREE THOUSAND EIGHTY AND FORTY CENTS (\$3,080.40) of interests, to make a total of THIRTY THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND FORTY CENTS (\$30,780.40), with interests at the annual rate of FOUR AND ONE HALF PERCENT (4.5%), which shall accrue interests at the annual rate of FOUR AND ONE HALF PERCENT (4.5%) and shall be paid as follows: One first installment in the amount of One hundred forty dollars (\$140.00) on or before August twenty-first (21st) of nineteen ninety-three (1993), and One hundred forty dollars (\$140.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of nineteen ninety-seven (1997) inclusive, and Four thousand five hundred dollars (\$4,500.00) on or before every August twenty-first (21st) of every year until the year two thousand eight (2008) inclusive, pursuant to deed number forty (40) of August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Luis Rodriguez Martinez, that the Government may change

the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness. In Humacao, Puerto Rico on August twenty-first (21) of nineteen ninety-two (1992) (Signed, sealed, and endorsed by Jose Angel Machuca Romero, Notary Public)."

### NOTARY PUBLIC

Once the above mentioned note (Attachment) is placed and signed, I return the document to the appearing party Rafael Luis Rodriguez Martinez, in his capacity of note holder.

#### WARNINGS

Such is the deed that before me, the appearing parties formalize and accept as it conforms to their agreement. I, the Notary, state that I have given the parties the pertinent legal warnings and reservations for this deed

### READING AND EXECUTION

After reading this deed to the parties since they waived the right to do it themselves, of which right I informed them they had, and having stated that they agree with its contents, they ratify their agreement by placing their signature in my presence, all in one proceeding, on the same day of its execution, placing also their initials on the left margin of every page of this deed.

I the Notary, BEAR WITNESS to everything else I state, refer to or mention in this deed.

[Signatures]

SIGNED: EXPEDITO DELGADO GONZALEZ, CARMEN MEDINA SANTANA; AND UNITED STATES OF AMERICA REPRESENTED HEREIN BY LUIS RODRIGUEZ MARTINEZ.

The initials of the parties appear in each one of the pages of the original. Signed, sealed, stamped and endorsed by JOSE ANGEL MACHUCA ROMERO, Notary Public.

The appropriate Notary Tax seal of the State Bar is cancelled in the original. Exempt of sales tax pursuant to Law 43 of July 9, 1946.

I CERTIFY: This is the FIRST true and exact copy of the original deed filed in my protocol of public instruments which consists of eight pages (8), and for delivery to the concerned party, I issue it the same day of its execution. I BEAR WITNESS.

[Signature]
Public Notary
[Seal]

Such modification was recorded in page 150 reverse, volume 212 of Yabucoa. Farm # 13,118.

Humacoa, October 8th, 1992

No fees
[Signature]
Recorder

# **CERTIFICATE**

I hereby certify that the attached Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this

20th day of August of 2007.

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington My appointment expires: 02/01/10

FmHA Form 1940-17 (S) (Rev. 12-88)

# UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

TYPE OF LOAN Type: OL

X Regular Limited Resources

In accordance with: X Consolidated Farm and Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978

PROMISSORY NOTE

Name: DELGADO GONZALEZ, EXPEDITO

State: PUERTO RICO Office: HUMACAO

Case Number: 63-003-583400052

Date: July 10th, 1991 Fund Code: 44 Loan Number: 11

Initial Loan X Subsequent Loan Consolidation and Subsequent Loan

ACTION REQUIRING NOTE:

Sale on Credit Deferred Payments Conservation Easements Restructuring Reamortization Consolidation Debt Reduction

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in Ave. Cruz Ortiz Stella # 62 HUMACAO, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of TEN THOUSAND DOLLARS (\$10,000.00) plus interest on the unpaid principal of FIVE PERCENT (5.00%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in FOUR (4) installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$500.00......on January 1, 1992

and \$3,577.00 subsequently each year thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable THREE (3) years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or restructured, interest accumulated for over ninety (90) days as of the date of this instrument will be added to the principal and this new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests accumulated during the deferment period and then to interests computed to the effective date of the payment and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

Whenever this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Debt Reduction", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

CODE AND LOAN NUMBER:	AMOUNT OF NOTE: \$	INTEREST RATE: %	DATE:	ORIGINAL BORROWER:	LAST INSTALLMENT DUE:
		}	1		

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-EROSIVE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, paragraph G, section 1940 of 7CFR. If (1) the loan period goes beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower tries to produce crops on highly-erosive

soils exempt from the restrictions under Exhibit M until January 1, 1190, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the Borrower's farm, whichever comes later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must prove that he is actively applying a soil conservation plan approved by the Soil Conservation Service (SCS) or by the appropriate Soil Conservation District for the highly-erosive soils if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he must prove that any crop production on highly-erosive soils after said date shall be done according to a conservation plan approved by the Soil Conservation service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box "TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]	
EXPEDITO DELGADO GONZALEZ [Signature]	(BORROWER) (SEAL)
CARMEN MEDINA SANTANA (SEAL)	(BORROWER)

HC 3 BOX 12901 YABUCOA, PUERTO RICO 00767

PAYMENT LOG

AMOUNT DATE \$ 10,000.00 07/10/1991 AMOUNT DATE

AMOUNT DATE

.....

TOTAL: \$10,000.00

#### ATTACHMENT A

The amount of this promissory note and the mortgage securing it, re-amortized on August twenty (21) of nineteen ninety-two (1992) had an unpaid balance of TEN THOUSAND DOLLARS (\$10,000.00) of principal and FIVE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$557.54) of interests, to make a total of TEN THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$10,557.54), with interests at the annual rate of FIVE PERCENT (5%), which shall accrue interests at the annual rate of FIVE PERCENT (5%) and shall be paid as follows: One first installment of One thousand eighteen dollars (\$1,018.00) on or before August twenty-first (21st) of nineteen ninety-three (1993), and One thousand eighteen dollars (\$1,018.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of thousand eight (2008) inclusive, pursuant to deed number forty-one (41), dated August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Luis Rodriguez Martinez, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness.

In Humacao, Puerto Rico on August twenty-first (21st) of nineteen ninety-two (1992).

[Signature]
Jose Angel Machuca Romero
Notary Public

# **CERTIFICATE**

I hereby certify that the attached Promissory Note and Attachment is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed the CAPDE 20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

FmHA Form 1940-17 (S) (Rev. 12-88)

UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION TYPE OF LOAN Type: OL

X Regular

Limited Resources

In accordance with:

X Consolidated Farm and Rural Development Act Emergency Agricultural Credit Adjustment Act of 1978

PROMISSORY NOTE

Name: DELGADO GONZALEZ, EXPEDITO

State: PUERTO RICO Office: HUMACAO

Case Number: 63-003-583400052

Date: July 10th, 1991 Fund Code: 44 Loan Number: 11 ACTION REQUIRING NOTE:

Initial Loan

X Subsequent Loan
Consolidation and
Subsequent Loan
Sale on Credit

Sale on Credit
Deferred Payments
Conservation Easements

Restructuring
Reamortization
Consolidation
Debt Reduction

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in Ave. Cruz Ortiz Stella # 62 HUMACAO, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of TEN THOUSAND DOLLARS (\$10,000.00) plus interest on the unpaid principal of FIVE PERCENT (5.00%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in FOUR (4) installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$500.00...... on January 1, 1992

and \$3,577.00 subsequently each year thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable THREE (3) years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or restructured, interest accumulated for over ninety (90) days as of the date of this instrument will be added to the principal and this new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests accumulated during the deferment period and then to interests computed to the effective date of the payment and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

Whenever this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Debt Reduction", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

CODE AND LOAN NUMBER:	AMOUNT OF NOTE: \$	INTEREST RATE: %	DATE:	ORIGINAL BORROWER:	LAST INSTALLMENT DUE:
		ŀ			

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-EROSIVE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, paragraph G, section 1940 of 7CFR. If (1) the loan period goes beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower tries to produce crops on highly-erosive

soils exempt from the restrictions under Exhibit M until January 1, 1190, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the Borrower's farm, whichever comes later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must prove that he is actively applying a soil conservation plan approved by the Soil Conservation Service (SCS) or by the appropriate Soil Conservation District for the highly-erosive soils if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he must prove that any crop production on highly-erosive soils after said date shall be done according to a conservation plan approved by the Soil Conservation service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]	
EXPEDITO DELGADO GONZALEZ	(BORROWER) (SEAL)
[Signature] CARMEN MEDINA SANTANA	(BORROWER)
(SEAL)	(2021111)

HC 3 BOX 12901 YABUCOA, PUERTO RICO 00767

PAYMENT LOG

\$

AMOUNT DATE \$ 10,000.00 07/10/1991 AMOUNT DATE

AMOUNT DATE

\$

TOTAL: \$10,000.00

#### ATTACHMENT A

The amount of this promissory note and the mortgage securing it, re-amortized on August twenty (21) of nineteen ninety-two (1992) had an unpaid balance of TEN THOUSAND DOLLARS (\$10,000.00) of principal and FIVE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$557.54) of interests, to make a total of TEN THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$10,557.54), with interests at the annual rate of FIVE PERCENT (5%), which shall accrue interests at the annual rate of FIVE PERCENT (5%) and shall be paid as follows: One first installment of One thousand eighteen dollars (\$1,018.00) on or before August twenty-first (21st) of nineteen ninety-three (1993), and One thousand eighteen dollars (\$1,018.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of thousand eight (2008) inclusive, pursuant to deed number forty-one (41), dated August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Luis Rodriguez Martinez, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness.

In Humacao, Puerto Rico on August twenty-first (21st) of nineteen ninety-two (1992).

[Signature]
Jose Angel Machuca Romero
Notary Public

# **CERTIFICATE**

I hereby certify that the attached Promissory Note and Attachment is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed the CAPDE 20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

-cv-01584 Document		Page 6 of 9
	CLASE DE PRES	ИO
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	про	(27) -
GRICULTURA DE ESTADOS UNI	DOS	X Recursos Limitados
ADMINISTRACION DE HOGARES DE AGRICULTORES		
	X Consolidated Farm	ı & Rural Development Act
PAGARE	Emergency Agricu	Itural Credit Adjustment Act of 1978
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POR CIEI encasillado superior "Clase de Prestami la Administración de Hogares de Agrice e anticipación a su ultima dirección El la Administración de Hogares de Agricul ados en 4 plazos, segun ind	NTO ( 5.00 %) anual o'), el Gobierno puede CAMBIA; cuitores, no más frecuente que trim nuevo tipo de interés no deberá excitores para el tipo de préstamo arriba (icado abajo, excepto si es modificado se N/A N/A	Si este pagare es para un préstamo de R EL PORCIENTO DE INTERES, estralmente, notificando por correo al eder el porciento de interés más alto a indicado.  To por un tipo de interés diferente, en en enero 1, 19
POR CIEI encasillado superior "Clase de Prestami la Administración de Hogares de Agrici e anticipación a su ultima dirección El la Administración de Hogares de Agricul ados en 4 plazos, segun ind	NTO ( 5.00 %) anual o'), el Gobierno puede CAMBIA cultores, no más frecuente que trim nuevo tipo de interés no deperá excltores para el tipo de préstamo arriba ficado abajo, excepto si es modificado se N/A S N/A N/A	Si este pagare es para un préstamo de R EL PORCIENTO DE INTERES, estralmente, notificando por correo al eder el porciento de interés más alto a indicado.  To por un tipo de interés diferente, en en enero 1, 19 en enero 1, 19 en enero 1,19
POR CIEI encasillado superior "Clase de Prestami la Administración de Hogares de Agrico e anticipación a su ultima dirección El la Administración de Hogares de Agricol ados en 4 plazos, segun ind en enero 1, 19 92 . en enero 1, 19 9.	NTO ( 5.00 %) anual o'), el Gobierno puede CAMBIA cuitores, no más frecuente que trim nuevo tipo de interés no deberá exc ltores para el tipo de préstamo arribe ficado abajo, excepto si es modificad  \$ N/A \$ N/A \$ N/A	Si este pagare es para un préstamo de R EL PORCIENTO DE INTERES, estralmente, notificando por correo al eder el porciento de interés más alto sindicado.  To por un tipo de interés diferente, en en enero 1, 19
POR CIET encasillado superior "Clase de Prestami la Administración de Hogares de Agrici e anticipación a su ultima dirección El la a Administración de Hogares de Agricul ados en 4 plazos, segun ind en enero 1, 19 92 en enero 1, 19 92 en enero 1, 19 93	NTO ( 5.00 %) anual o'), el Gobierno puede CAMBIA; cultores, no más frecuente que trim nuevo tipo de interés no deberá exc ktores para el tipo de préstamo arriba ficado abajo, excepto si es modificad  \$ N/A \$ N/A \$ N/A	Si este pagare es para un préstamo de R EL PORCIENTO DE INTERES, estralmente, notificando por correo al eder el porciento de interés más alto a indicado.  To por un tipo de interés diferente, en en enero 1, 19 en enero 1, 19 en enero 1,19
POR CIET encasillado superior "Clase de Prestamo la Administración de Hogares de Agricul a Administración de Hogares de Agricul ados en	NTO ( 5.00 %) anual o'), el Gobierno puede CAMBIA cultores, no más frecuente que trim nuevo tipo de interés no deperá excltores para el tipo de préstamo arriba ficado abajo, excepto si es modificado    S N/A  S N/A  S N/A  S N/A	Si este pagare es para un préstamo de R EL PORCIENTO DE INTERES, estralmente, notificando por correo al eder el porciento de interés más alto sindicado.  lo por un tipo de interés diferente, en en enero 1, 19
	PAGARE  NZALEZ  Oficina - HUMACAO  Fecha 1.0 de julio de  Num. de Préstamo  O 5  el Preratario(s) subscribiente y cualquie onducto de la Administracion de Hogalierno") o su cesionario en su oficina el	PAGARE    Consolidated Farm     Emergency Agricu     ACCION QUE REQUENCE     Prestamo inicial     HUMACAO     Fecha     10 de julio de 1991     Num. de Préstamo     Consolidacion y prestamo     Subsiguiente     Subsiguiente     Consolidacion y prestamo     Consolidace     Consolidated Farm     Consolidated Far

Formulario FmHA 1940-17 (\$) (Rev. 2-88)

Posici . . . 2

Todo pago hecho en cualquier deuda representada por este pagaré será primero aplicado a intereses computados a la fecha efectiva del pago y

después al principal

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reen bolsos y pagos extras, según se definen en los reglamentos. (7 C.F.R. 1951.8) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos a vencer bajo este pagaré y no afectarán i obligación del Prestatario de pagar los restantes plazos según se especifican en este pagaré. Si el Gobierno en cualquier momento cediera est pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, la opción del Gobierno ser remitidos por el Gobierno prontamente al tenedor o, la excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno i tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago i tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, sera la fech del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fech efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo de otra manera invertido bajo los términos de cualquier convenio de garantía lu lotro instrumento otorgado en relación con el préstamo aquí levider ciado, la opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evider ciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La Propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO)

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o una "Restructuración" es indicado en el encasillad superior de la primera pagina "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar una restructuración pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	TASA DE INTERES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCER
\$	%	. 19		. 19
\$	%	. , 19		, 19
\$	%	,19		, 19
\$	96	,19		, 19
\$	. %	, 19		, 19
\$	96	, 19		,19
\$	%	, 19		, 19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos o otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o restructuración. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa

CONVENIO DE CONSERVACION DE TERRENOS ALTAMENTE ERODABLES Y PANTANOSOS: El Prestatario reconoce que el préstamo descrito en este pagaré estará en incumplimiento si alguna parte del prestamo es usado para un proposito que contribuya a la erosión excesiva de terreno altamente erodable o para la conversión de terreno pantanoso para producir una cosecha agricola según explicado en el Exhibit M de la subparte G de la parte 1940 del 7CFR. Si (1) el término del préstamo excede del 1ro, de enero de 1990, pero no al 1ro de enero de 1995, y (2) el prestatario intenta producir una cosecha en terreno altamente erodable, que está exento de las restricciones del Exhibit M hasta el 1ro, de enero de 1990, o dos años después de que el Servicio de Conservación de Suelos (SCS) haya completado un plan de conservación para la finca del prestatario, lo que ocurra más tarde, el prestatario además conviene que anterior a la pérdida de la exención de la restricción de conservación de terrenos altamente erodables, según la parte 12 del 7CFR, el Prestatario deberá demostrar que está activamente aplicando en el terreno altamente erodable, un plan de conservación de suelos aprobado por el Servicio de Conservación de Suelos (SCS) o el correspondiente Distrito de Conservación de Suelos, si el término del préstamo excede al 1ro de enero de 1995. El Prestatario además conviene en que deberá demostrar antes del 1ro de enero de 1995 que cualquier producción de cosechas en terreno altamente erodable después de esa fecha se hara de acuerdo a un plan de conservación aprobado por el Servicio de Conservación de Suelos (SCS) o por strito de Conservación, de acuerdo a los remisitos. I Servicio de Conservación de Suelos.

INCUMPLIMIENTO: CASA 3e20-CV-01584 DOCUMENTE Jo Jour e Fille (La Jour e Fi

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

	Effects Peloob Low tales
(CTL) O	EXPEDITO DELGADO GONZALEZ (Prestatario)
(SELLO)	Caemer Medine. Sontora.
	CARMEN MEDINA SANTANA
	(Prestatacio)
	•
(SELLO)	HC-03 BOX 12901
	YABUCOA, PUERTO RICO 00661-9710

# REGISTRO DE ADELANTOS

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 10,000.00	10/julio/1991	5		\$	
\$		\$		S	
\$		\$		\$	
\$		\$		\$	
			TOTA	L \$ 10,000.00	

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#### ATTACHMENT A

---El importe de este pagaré y la hipoteca que lo garantiza ---reamortizado al día veintiuno (21) de agosto de mil nuevecientosnoventa y dos (1992) dió un saldo deudor montante a DIEZ MIL----DOLARES (\$10,000.00) de principal y QUINIENTOS CINCUENTA Y SIETE-DOLARES CON CINCUENTA Y CUATRO CENTAVOS (\$557.54), de intereses,para un total de DIEZ MIL QUINIENTOS CINCUENTA Y SIETE DOLARES --CON CINCUENTA Y CUATRO CENTAVOS (\$10,557.54) con intereses a---razón del CINCO PORCIENTO (5.00 %) ANUAL y el cual devengará---intereses a razón del Cinco porciento (5.00 %) anual y habrá de-ser pagado en la siguiente forma: Un primer pago de Mil Dieciocho Dólares (\$1,018.00) en o antes del día veintiuno (21) de agosto-de Mil Nuevecientos Noventa y Tres (1993), y Mil Dieciocho-----Dólares (\$1,018.00) en o antes de cada veintiuno (21) de agosto subsiguiente hasta el veintiuno (21) de agosto del año dos mil--ocho (2,008), inclusive, según resulta de la escritura número --cuarenta y uno (41) del veintiuno (21) de agosto de mil----nuevecientos noventa y dos (1992) ante el Notario autorizante. -----Manifiesta el compareciente Don Rafael Luis Rodríguez Martínez que el Gobierno puede cambiar el porciento de interés de acuerdocon los reglamentos de la Administración de Hogares para -----Agricultores, no más frecuente que trimestralmente, notificando-por correo al Prestatario con treinta (30) días de anticipación a su última dirección. El nuevo tipo de interés no deberá excederel porciento de interés establecido en los reglamentos de la----Administración de Hogares para Agricultores para el tipo de ---préstamo arriba indicado. Doy Fe. ---------En Humacao, Puerto Rico a veintiuno (21) de agosto de mil ---nuevecientos noventa y dos (1992).

CERTIFICATION

Angel Machuca Romers Juan M. Ortiz Serbiá, of legal age, marri and resident of Guayama, Puerto Rico. In I official capacity as State Executive Director the Farm Service Agency, U.S. Department Agriculture, hereby declare under penalty perjury that this is a true and exact copy the original document which I have under custody.

San Juan Ruerto Rico

Juan M. Ortiz Serbiá

Chain Executive Director

Notario Público

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The same of the sa
NUMBER THIRTY (30)
HIPOTECA VOLUNTARIA
En la ciudad de Humacao, Puerto Rico, a diez (10) de julio de mil-  În the city of Humacao, Puerto Rico, this tenth (10 th.) day of novecientos noventa y uno (1991)
ANTE MIBEFORE ME
JOSE ANGEL MACHUCA ROMERO
Abogado y Notario Público de la Isla de Puerto Rico con residencia en Carolina, Attorney and Notary Public for the Island of Puerto Rico, with residence in Carolina,
· · · · · · · · · · · · · · · · · · ·
Puerto Ricoy oficina en Puerto Rico
COMPARECENAPPEAR
Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales bereinafter called the "mortgagor" and whose personal circumstances————————————————————————————————————
aparecen de dicho párrafo
Doy fe del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
de su edad, estado cívil, profesión y vecindad
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
miento
EXPONEN
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in
párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTH of this mortgage, and of all rights and interest in the same
denominada de aquí en adelante "los bienes"
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens
se especifican en el párrafo UNDECIMOspecifican en el párrafo UNDECIMO
TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States———————————————————————————————————
América, actuando por conducto de la Administración de Hogares de Agriculto- of America, acting through the Farmers Home Administration,—
res, denominado de aquí en adelante el "acreedor hapatosario" en rescito con hereinafter called the "mortgagee" in connection with
S. S



un préstamo o prestamos evidenciado por uno o más pagarés o convenio de sub-a loan or loans evidenced by one or more promissory note(s) or assumption agreement(s) el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de the Government that additional monthly payments of one-twelfth of the---las contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se taxes, assessments, insurance premiums and other charges. hayan estimado sobre la propiedad hipotecada. estimated against the property .---CUARTO: Se sobreentiende que:----FOURTH: It is understood that:-(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecasio por la (One) The note evidences a loan or loans to the mortgagor in the suma de principal especificada en el mismo, concedido con el propósito y la intenprincipal amount specified therein made with the purpose and intentionción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One --consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmendathe Housing Act of Nineteen Hundred and Forty-Nine, as amended .----(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgageeser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn, (Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree-(Three) When payment of the note is insured by the mortgagee, the dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgages will execute and deliver to the insured lender along el pagaré un endoso de seguro garantizando totalmente el pago de principal e in-with the note an insurance endorsement insuring the payment of the note fully as to principal tereses de dicho pagaré. (Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee, hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lenderdeterminaran en el endoso de seguro la porción del pago de intereses del pagaré set forth to the insurance endorsement will be entitled to a specified portion of the interest pay-(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene-(Five) A condition of the insurance of payment of the note will be that the holder----dor cederá todos sus derechos y remedios contra el deudor hipotecario y cuales-will forego his rights and remedies against the mortgagor and any





quiera otros en relación con dicho préstamo así con... ambién a los beneficios

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others in connection with said loan, as well as any benefitde esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgager-----cualquier convenio suplementario por parte del deudor.---supplementary agreement. (Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things. tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the----que el acreedor dipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgagegarantizará el pago del pagaré pero cuando el pagaré esté en poder de un presta-shall secure payment of the note; but when the note is held by an insured-----mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to----de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt-----constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgageecontra cualquier pérdida bajo el endoso de seguro por causa de cualquier incum-against loss under its insurance endorsement by reason of any default----plimiento por parte del deudor hipotecario.-----by the mortgagor. QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the notesea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-----NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereos, with interest at the rate stipulated, and to secure prompt payment of the---pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein, ----(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-(b) at all times when the note is held by an insured lender, in guaranteetía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph 11NTH hereot consignado para garantizar el cumplimiento del capvenio del daddor hipotecario for securing the performance of the mortgagor's agreement



de indemnizar y conservar libre al acreedor hipotecario consta pérdicas libio el enherein to indemnify and save harmless the mortgaged against lots under its

doso de seguro por razón de incumplimiento del deudon hipotecario y (c) en cualinsurance endorsements by reason of any default by the softeagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas actibidas consignadas en el event and at all times whatsoever, in guarantee of the additional altounts specified in

afo NOVENO de este instrumra asegurar el subpárrafo (Tres) del subparagraph (Three) of paragraph NINTH hereof, and to secure thecumplimiento de todos y cada uno de los convenios y del deudor hipotecario aquí performance of every covenant and agreement of the mortgagor contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained herein or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre hereby constitutes a voluntary mortgage in favor of the mortgagee on derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests casements, hereditaments and appurtenances thereto belonging. 3 los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e ingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now orel futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof,sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to-----por virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o per daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest ellas, siendo entendido que este gravámen quedará en toda su fuerza y vigor hasta thereia, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y al amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad. after maturity until paid, have been paid in full ...... En caso de ejecución, los bienes responderán del pago del principal, los intereses in case of foreclosure, the property will be answerable for the payment of the principal, interest antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acrecthereon before and after maturity until paid, losses sustained by the -dor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, andquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's account - -hipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses and -gastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-attorney's fees of the mortgagee all extensions and renewals of any of 





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PADO NOTE

al acreedor hipotecario emnizar y conservar libre de pé. aquí garanti to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,----hipotecario como agente cobrador del tenedor del mismo.---as collection agent for the holder .--(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisaly cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores .regulations of the Farmer's Home Administration. rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, less--la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder-del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.--referred to in paragraph FOURTH hereof for the account of the mortgagor, Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite or el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto y the mortgagee on the note and thereupon shall constitute an advance oor el acreedor hipotecario por cuenta del deudor hipotecarig od dirira by the mortgagee for the account of the mortgagor. da Cualquier adelanto por el acreedor hipotecario tal Any advance by the mortgagee as described in this párrafo devengará intereses a razón del CINOO (5 subparagraph shall bear interest at the rate of FIVE (5) HULLINGTO -- por ciento ( 5.00per cent 5.00anual a partir de la fecha en que venció el pago hasta que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga.--(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, any o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs,raciones, gravámenes u otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property,-

or for taxes or assessments or other similar charges by reason of the

dos o para contribuciones o impuestos o otro gasto similar por razón de haber

el deudor hipotecario dejado de pagar por los mismos, devengará intereses a razón mortgagor's failure to pay the same, shall bear interest at the ratedel tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance hasta que los mismos sean satisfechos por el deudor hipotecario. until repaid to the mortgagee .----(Cinco) Todo adelanto hecho por el acreedor hipotecario descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage, teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipuwith interest, shall be immediately due and payable by the mortgagortecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at the ----hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgagee shall relieve the mortgagor from breach of his covenant--del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from theprimeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first available collections received from mortgagor. Otherwise, any payments pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to martgagee secured hereby, in any order mortgageehipotecario determinare. (Seis) Usar el importe del préstamo evidenciado por el pagaré unicamente para (Six) To use the loan evidenced by the note solely---los propósitos autorizados por el acreedor hipotecario. for purposes authorized by mortgagee .--(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liensmenes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgages ----tecario bajo los términos de esta hipoteca,---under the terms of this mortgage .--(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as requiredra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the prones o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perly and on any buildings and improvements put there on in the future. The insurance against otros rizsgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditionsaprobare el acreedor hipotecario,---approved by moregages. (Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good epudition and promptly make all reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conservation of the property; he will not commit normitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not rempve nor demolish





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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finca, any building or improvement on the property; nor will be cut or remove wood from the farm ni removerá ni permitirá que se remueva grava, arena, aceite, gas, carbón u otros nor remove nor permit lo be removed gravel, sand, oil, gas, coal, or other minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time-de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgaged from time totiempo pueda prescribir,----time may prescribe .-(Diez) Si esta hipoteca se otorga para un préstamo a dueño de finca según se iden-(Ten) If this mortgage is given for a foan to a farm owner as identified tifica en los reglamentos de la Administración de Hogares de Agricultores, el deudor in the regulations of the Farmers Home Administration, mortgagor ---hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it menos que el acreedor hipotecario consienta por escrito en otro método de opera-unless mortgagee agrees in writing to any other method of operation------



ción o al arrendamiento.-----

information as to his income and expenses and any other information in regard to the

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times————

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deterthe security given is being lessened or impaired, and if such inspection or examination shall----

mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the

de dor hipotecario de los convenios de esta hipoteca.

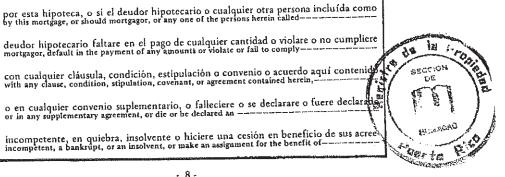
sal acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción,

BUMACAO

DUMACAO

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered para adelantos, gastos y otros pagos. esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee,_______ dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-mortgagee is hereby authorized and empowered----res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to tent and administer the same and collect sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda evidencosts of collection and administration and secondly to the payment of the debt evidenced----en el orden y manera que el acreedor hipotecario determinare. ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagor's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured————





con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenide with any clause, condition, stipulation, covenant, or agreement contained herein,

o en cualquier convenio suplementario, o falleciere o se declarare o fuere declara or in any supplementary agreement, or die or be declared an

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dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren.cedidos, creditors, or should the property or any part thereof or interest therein be assigned.

vendidos, arrendados, transferidos o gravados voluntariamente o de otro modo, sold, leased, transferred, conveyed, or encumbered, voluntarily or otherwise,

sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is

irrevocablemente autorizado y con poderes, a su opción y sin notificación: (Uno) a irrevocably authorized and empowered, at its option, and without notice: (One) to

declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness

al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and

proceder a su ejecución de acuerdo con la ley y los términos de la misma; (Dos) to foreclose this mortgage in accordance with law and the provisions hereof; (Two)

incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the

bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligación que el deudor hipotecario no pagó según se property and any expenses and obligación que el deudor hipotecario no pagó según se property and any expenses or costs for the protection and preservation of the property

y de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley.

(Diecisiete) El deudor hipotecario pagará o reembolsará al acreedor hipotecario (Seventeen) Mortgagor will pay, or reimburse mortgage



todos los gastos necesarios para el fiel cumplimiento de los convenios y acuerdos for all necessary expenses for the fulfillment of the covenants and agreements

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, inof this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y honothe costs of survey, evidence of title, court costs, recordation fee and

rarios de abogado.

(Dicciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

obligaciones aquí contenidos o similares u otros convenios, y sin afectar la responohligation herein set forth, and without affecting the liability-------

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí
col any person for payment of the note or any indebtedness------

examitizada v sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon soid property or the priority of

stayamen, el acreedor hipotecario es por la presente autorizado y con poder en saiglien, the mortgagee is hereb y authorized and empowered at

palquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliny time (one) waive the performance of any covenant or obligation

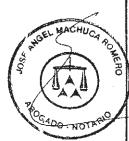


negociar con el deudor nipotecario o conceder al deudor hipotecario cualquier deal in any way with mortgagor or grant to mortgagor any indulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el indulgence or forbearance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un presta-rio, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cualhereby secured; or (three) execute and deliver partial releases of anyquier parte de los bienes de la hipoteca aquí constituída u otorgar diferímiento o part of said property from the lien hereby created or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre postponement of this mortgage to any other lien overdichos bienes,----parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively inacreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagee, and no insured lender shall have any right, title or interest (Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-(Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poscída other real estate or crop or chattel mortgage held o asegurada por el acreedor hipotecario y otorgada o asumida por el deudor hipo-or insured by mortgagec and executed or assumed by mortgagor, tecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía and default under any such other security instrument shallconstituirá incumplimiento de esta hipoteca.---constitute delault hereunder. remitido por correo certificado a menos que se disponga lo contrario por ley, y be sent by certified mail unless otherwise required by law,será dirigido hasta tanto otra dirección sea designada en un aviso dado al efecto, and shall be addressed until some other address is designated in a notice so given, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, in the case of mortgagee to Farmers Home Administration,-Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el United States Department of Agriculture, San Juan, Puerto Rico, and in the especifica más adelante.---cinafter. (Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario (Twenty-Two) Mortgagor by these presents grants to mortgagee





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OCTAVO: El, deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives the requirement of law and agrees to be-

miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for pay-

del acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the————

no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the

las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making and

Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of—

esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgagee

hipotecario cediere esta hipoteca sin asegurar el pagareí DIES MIL----should assign this mortgage without insurance of the note. TEN THOUSAND-----



DOLARES (\$ 10,000.00-)

principal de dicho pagaré, con sus intereses según estipulados a razón del careferincipal amount of said note, together with interest as stipulated therein as the rate of

να por ciento ( 5.00 o/o) anual; νε per cent ( 5.00 o/o) per annum;

	The state of the s		
Dos. En t Two, At all	odo tiempo cuando el pagaré es poseído por un prestamista ases times when said note is held by an insured lender:	gurado:	
(A) DIES	MILTHOUSAND		
	DOLARES (\$10,000.00		
para inde for indemni	mnizar al acreedor hipotecario por adelantos al prestamista ass ifying the mortgagee for advances to the insured lender———————————————————————————————————	gurado	
por motiv by reason o	o del incumplimiento del deudor hipotecario de pagar los plazo if mortgagor's failure to pay the installments as———————————————————————————————————	s seguu	
specified in	ica en el pagaré, con intereses según se específica en el párrafo S the note, with interest as stated in paragraph SIXTH,————————————————————————————————————	EXTO,	
Tercero;-		And the first tree	
(B) QUIN	TEEN THOUSAND		
	DOLARES (\$ 15,000.0	00)	
for indemn	mnizar al acreedor hipotecario además contra cualquier pérdida qu líying the mortgagec further against any loss it might		
1	o su seguro de pago del pagaré.		
Tres. En o Three. In 2	cualquier caso y en todo tiempo;		
(A) FOUR	R THOUSAND DOLARES		
(\$ 4,000 (\$ 4,000	).00) para intereses después de mora:).00) for default interest;		TORI MACHUCA POR
(B) DOS N	MII. DOLARES		
\$2,000	0.00) para contribuciones, seguro y otros adelantos par 0.00	a ≀a con- 1	LAA
servación and protec	y protección de esta hipoteca, con intereses al tipo estipulado en e tion of this mortgage, with interest at the rate stated in paragraph————————————————————————————————————	l párrafo	BOGADO . HCTAHIT
SEXTO, SIXTH, Th	Tercero;	\$400 AND AND AND AND	
(C) MIL (C)	DOLARES		
(\$ 1,00 (\$ 1,00	0.00) para costas, gastos y honorarius de abogado 0.00) for costs, expenses and autorney's fees in case	o en caso	
de ejecu of forecl	ición;		
	DOLARESTHOUSAND		
(\$1,000 (\$1,000	.00) para costas y gastos que incurriere el acreedor .00) for costa and expenditures incurred by the mortgagee in	hipoteca-	
proceeding	ocedimientos para defender sus intereves contra cualquier persona c is to defend its interests against any other person interfering with————————————————————————————————————	ALTO DY	0,1
venga o or contest	impugne el derecho de posesión del deudor hipotecario a los bie ing the right of possession of morsgagor to the property as-	Ar S	E / I
se consig	na en el párrafo SEXTO, Trece.———————————————————————————————————	2-1	
American programme	- 12 -	May see	MILES PRINTED



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DECIMO: من el tios) pagaré(s) a que se hace referencia en el párrafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD
de esta hipoteca es (son) descrito(s) como sigue:
"Pagaré otorgado en el caso númeroseis tres cero tres cinco ocho tres "Promissory note executed in case number six three zero three five eight three
cuatro cero cero cinco dos(6303583400052) dechado el día diez (10) four zero zero zero five two (6303583400052) de mil novecientos————
de juliode mil novecientos day of July nineteen hundred and ninety one-
noventa y uno (1991) por la suma de DIES MIL
(\$10,000.00)dòlares de principal más (\$10,000.00)of principal plus
intereses sobre el balance del principal adeudado a razón del CINCOinterest over the unpaid balance at the rate of FIVE
5.00 %
hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condiunil the principal is totally paid according to the terms, installments,
ciones y estipulaciones contenida en dicho pagaré y según acordados y convenido conditions and stipulation contained in the promissory note and as agreed
entre el Prestatario y el Gobierno; excepto el pago final del total de la detida aqui between the borrower and the Government, except that the linal installment of the
representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadere entre debt herein evidenced, if not sooner paid, will be due
alos TRES (3)
años de la feclia de este pagaré
Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por e Said promissory note is given as evidence of a loan made by the
Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estade Government to the borrower pursuant to the law of the Congress of the United
Unidos de América denominada "Consolidated Farm and Rural Development Ac States of America known as "Consolidated Farm and Rural Development Act
of 1961" o de conformidad con el "Title V of the Housing Act of 1949", segú of 1961" or pursuant to "Title V of the Housing Act of 1949, as
han sido enmendadas y está sujeto a los presentes reglamentos de la Administració amended, and is subject to the present regulations of the Farmers
de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dich Home Administration and to its future regulations not inconsistent with the
Ley. De cuya descripción, yo, el Notario Autorizante, IXIV FE.  express provision thereof. Of which description 1, the authorizing Notary, GIVE FAITH.
UNDECIMO: Que la propiedad objeto de la presente escritura y aobre la que ELEVENTH: That the property object of this deed and over which
constituye Hipoteca Voluntaria, se describe como apula voluntary mortgage is constituted, is described as follows
1 / 12/00 /3/



RURAL: Farm with a surface area of SEVENTEEN POINT FIFTY-FOUR FIFTEEN CUERDAS (17.5415), equivalent to sixty-eight thousand nine hundred forty-five point one thousand two hundred ninety-five (68,945.1295 m), located in Barrio Calabazas of the Municipality of Yabucoa. Its boundaries are: to the North, in different alignments with a municipal road; to the South, with land of Juan Vega Pagan; to the East, in a distance of thirty-nine point eight hundred thirty-seven lineal meters with the remainder of the main farm; and to the West, in a distance of four hundred eighty-five point three hundred nineteen lineal meters with land of Encarnación Ruiz and Juan Cruz Pagan.

Borrower acquired the above mentioned farm through purchase from Josefina Rivera Leon, pursuant to deed number forty-three (43), dated July two (2) of nineteen eighty-seven (1987), executed in the city of Humacao, Puerto Rico before the notary Israel Delgado Ramos.

Said property is recorded in the Property Registry of the City of Humacao on page two hundred seventy (270), volume two hundred six (206) of Yabucoa, farm number thirteen thousand one hundred eighteen (13,118).

The parties appearing in the present deed as Mortgagors are the parties appearing in paragraph TWENTY-FIRST of this deed of Voluntary Mortgage; whose postal address is as appears in paragraph TWENTY-FIRST of this deed of voluntary mortgage.

THIRTEENTH: The proceeds of the loan herein guaranteed were used or will be used

## **CERTIFICATE**

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

WITNESS my hand and official seal hereto affixed the Signature NOTARY

Signature

Professional Trans.

WITNESS my hand and official seal hereto affixed the Signature NOTARY

PUBLIC Signature

Signature

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

Adquirió el prestatario la descrita finca por mediante Compraventa————————————————————————————————————	RUSTICA: Finca compuesta de DIECISIETE PUNTO CINCUENTA Y CUATRO- QUINCE CUERDAS (17.5415), equivalentes a sesenta y ocho mil- novecientos cuarenta y cinco punto doce noventa y cinco metros- (68,945.1295 mts.), sito en el Barrio Calabazas del término- municipal de Yabucca, en lindes por el NORTE, en distintas alineacio- nes con un camino municipal; por el SUR, con terrenos de Juan Vega- Pagán; por el ESTE, en una distancia de ciento treinta y nueve- punto ochocientos treinta y siete metros lineales con el remanente- de la finca principal; y por el OESTE, en una distancia de- cuatrocientos ochenta y cinco punto trescientos diecinueve metros- lineales con terrenos de Encarnación Ruíz y Juan Cruz Pagán"
según consta de la Escritura Número cuarenta y tres (43)————————————————————————————————————	
según consta de la Escritura Número cuarenta y tres (43)————————————————————————————————————	
de fecha dos (2) de julio de mil novecientos ochenta y siete (1987),— dated July two (2) nineteen hundred eighty seven (1987),— otorgada en la ciudad de Humacao, Puerto Rico,— executed in the city of Humacao, Puerto Rico,— ante el Notario Israel Delgado Rámos— before Notary Israel Delgado Rámos— before Notary Israel Delgado Rámos— Dicha propiedad se encuentra inscrita al folio doscientos setenta (270),— Saki property is registered at Page two hundred seventy (270), Book Two— Tomo doscientos seis (206), Finca trece mil ciento dieciocho (13,118) Hundred six (206), Farm thirteen thousand one hundred eighteen— de Yabucoa, Puerto Rico.— (13,118), of Yabucoa, Puerto Rico.—  DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote- TWELFTH: The parties appearing in the present deed as Montgagors  carios los decritos en el párrafo VIGESIMO PRIMERO de esta escritura. are the parties appearing in paragraph TWENTIETH ONE of this deed of- Voluntary Mortgage.—  cuya dirección postal es: según aparece en el párrafo VIGESIMO PRIMERO de whose postal address is: as appears in paragraph TWENTIETH ONE of this deed esta escritura de hipoteca voluntaria.  of Voluntary Mortgage.—	Adquirió el prestatario la descrita finca por mediante Compraventa Borrower acquired the described property by Deed of Sale
de fecha dos (2) de julio de mil novecientos ochenta y siete (1987),— dated July two (2) nineteen hundred eighty seven (1987),— otorgada en la ciudad de Humacao, Puerto Rico,— cxecuted in the city of Humacao, Puerto Rico,— ante el Notario Israel Delgado Rámos— before Notary Israel Delgado Rámos— before Notary Israel Delgado Rámos— Dicha propiedad se encuentra inscrita al folio doscientos setenta (270),— Said property is registered at Page two hundred seventy (270), Book Two— Tomo doscientos seis (206), Finca trece mil ciento dieciocho (13,118 Hundred six (206), Farm thirteen thousand one hundred eighteen— de Yabucoa, Puerto Rico.— (13,118), of Yabucoa, Puerto Rico.— (13,118), of Yabucoa, Puerto Rico.—  DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote- TWELFTH: The parties appearing in the present deed as Mortgagors  carios los decritos en el párrafo VIGESIMO PRIMERO de esta escritura. are the parties appearing in paragraph TWENTIETH ONE of this deed of- Voluntary Mortgage.—  cuya dirección postal es: según aparece en el párrafo VIGESIMO PRIMERO de  whose postal address is: as appears in paragraph TWENTIETH ONE of this deed  esta escritura de hipoteca voluntaria.— of Voluntary Mortgage.—	según consta de la Escritura Número cuarenta y tres (43)
ante el Notario Israel Delgado Rámos— before Notary Israel Delgado Rámos— Dicha propiedad se encuentra inscrita al folio doscientos setenta (270),— Said property is registered at Page two hundred seventy (270), Book Two— Tomo doscientos seis (206), Finca trece mil ciento dieciocho (13,118 hundred six (206), Farm thirteen thousand one hundred eighteen——— de Yabucoa, Puerto Rico.————————————————————————————————————	de fecha dos (2) de julio de mil novecientos ochenta y siete (1987),-
ante el Notario Israel Delgado Rámos— before Notary Israel Delgado Rámos— Dicha propiedad se encuentra inscrita al folio doscientos setenta (270),— Said property is registered at Page two hundred seventy (270), Book Two— Tomo doscientos seis (206), Finca trece mil ciento dieciocho (13,118 hundred six (206), Farm thirteen thousand one hundred eighteen——— de Yabucoa, Puerto Rico.————————————————————————————————————	otorgada en la ciudad de Humacao, Puerto Rico,executed in the city of Humacao, Puerto Rico,
Dicha propiedad se encuentra inscrita al folio doscientos setenta (270),—Said property is registered at Page two hundred seventy (270), Book Two—Tomo doscientos seis (206), Finca trece mil ciento dieciocho (13,118 Hundred six (206), Farm thirteen thousand one hundred eighteen———————————————————————————————————	Alexania T I Delanda Darros
the parties appearing in the present deed as Mortgagors  carios los decritos en el párrafo VIGESIMO PRIMERO de esta escritura.  are the parties appearing in paragraph TWENTIETH ONE of this deed of Voluntary Mortgage.  cuya dirección postal es: según aparece en el párrafo VIGESIMO PRIMERO de whose postal address is: as appears in paragraph TWENTIETH ONE of this deed esta escritura de hipoteca voluntaria.  of Voluntary Mortgage.	Dicha propiedad se encuentra inscrita al folio doscientos setenta (270), - Said property is registered at Page two hundred seventy (270), Book Two-Tomo doscientos seis (206), Finca trece mil ciento dieciocho (13,118) Hundred six (206), Farm thriteen thousand one hundred eighteen
Cuya dirección postal es: según aparece en el párrafo VIGESIMO PRIMERO de whose postal address is: as appears in paragraph TWENTIETH ONE of this deed esta escritura de hipoteca voluntaria.	DUODECIMO: Que comparecen en la presente escritura como Deudores Hipote- TWELFTH: The parties appearing in the present deed as Mortgagors
cuya dirección postal es: según aparece en el párrafo VIGESIMO PRIMERO de whose postal address is: as appears in paragraph TWENTIETH ONE of this deed esta escritura de hipoteca voluntaria.	carios los decritos en el párrafo VIGESIMO PRIMERO de esta escritura.
whose postal address is: as appears in paragraph TWENTIETH ONE of this deed esta escritura de hipoteca voluntaria.	Voluntary Mortgage
DECIMO TEOCERO. El importe del préstamo aquí consignado se usó ó será usado	whose postal address is: as appears in paragraph TWENTIETH ONE of this deed
	DECIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado





Forma FmHA 427-1(S) PR (Rev. 10-82)

para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physical físicas en la finca(s) descrita(s).---installations on the described farm(s). DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTII: The borrower will personally occupy and use any structuretura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loan--aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gobierno lo consienta por escrito. La violación de esta clausula como la the Government to consents in writing. Violation of this clause as well as violación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will causevencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and the ----aptitud el Cobierno de declarar vencido o pagadero el préstamo y proceder a la Government at its option may declare due and payable the loan and proceed toejecución de la hipoteca. the in whosure of the mortgage. DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all construction-ción o edificación que se construya en dicha finca(s) durante le vigencia del présconstruction or building constructed on said farm(s) while thetamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the present---dueños deudores o por sus cesionarios o causahabientes. DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly and--y solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors or---representantes a favor del acreedor (ADministración de Hogares de Agricultores). representatives, in favor of mortgages (Farmers Heme Administration)cualquies derecho de Hogar Securo (Homestead) que un el present o en el futuro any Homestead right (Homestead) that presently or in the future --pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildings alli enclavados o que en el futuro fueran construídos; reminsia esta permitida thereon or which in the future may be constructed; this waiver being permittee a say a de la Administración de Hogares de Agricultures por la Ley Número trece in savor of the Farmers Home Administration by Law Number Skirteen. (13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31. L.P.R.A. (851) -----ario convictor ut que cual DECIMO SEPTIMO: El acreedor y el deudor hipotecario SEVENTA FAIH: Mortgager and mortgagor agree thas any quier estufa, horno, calentador comprado o financiado total o stove, oven, water heater, purchased or financed completely or partially with the con

- 15 -

HUMAGAO



fondos del prestamo aquí garantizado, se considerará e interpreterá como parte funds of the loan herein guaranteed, will be considered and understood to form part
de la propiedad gravada por esta Hipoteca.————————————————————————————————————
DECI: 10 OCTAVO: El deudor hipotecario se compromete y se obliga a mudarse EEGHTEENTH: The mortgagor agrees and obligates himself to move————————————————————————————————————
y a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta and occupy the property object of this deed within the following sixty
días a partir de la fecha de la inspección final; y en caso de circunstancias impre- days from the date of final inspection, and in the event of unforeseen circumstances————————————————————————————————————
vistas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo beyond his control which would impede him to do so, he will
notificará por escrito al Supervisor Local.
DECIMO NOVENO: Toda mejora, construcción o edificación que se construya NINETEENTII: All improvement, construction or building constructed
en dicha finca durante la vigencia antes mencionada deberá ser construída previa- on sald farm(s) during the term hereinhefore referred to, must be made with the previous
autorización por escrito del acreedor hipotecario conforme a los reglamentos pre- consent in writing of mortgagee in accordance with present regulations-
sentes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y or future ones that may be promulgated pursuant to the tederal and
locales no inconsistentes o incompatibles con las leyes actuales que gobiernan local laws not inconsistent or incompatible with the present laws which govern
estos tipos de préstamos.
VIGESIMO: Este instrumento garantiza assinsismo el til cate o recuperación de TWENTIETH: This instrument also secures the recuperació
cualquier crédito por intereses o subsidio que pueda otorgarse a los prestatorios any interest credit or subsidy which may be granted to the honower(s) by the
por el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código Government pursuant so Forty-Two
de Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.5 C. 1490a)
VIGESIMO PRIMERO: Que comparecen como Deudores Hipotecarios DON
18 Production of the second of
& SECCION E
4-7-5
Hombero



#### ACCEPTANCE

The appearing party (parties) ACCEPT(S) this deed in the manner drawn once I, the authorizing Notary, have made to him (them) the pertinent legal warnings.

So they say and execute before me, the authorizing Notary, the appearing party (parties) without demanding the presence of witnesses after waiving his (their) right to do so of which I advised him (them).

After this deed was read by the appearing party (parties), he (they) ratify its contents, place his (their) initials on each of the folios of this deed including the last one, and all sign before me, the authorizing Notary, who GIVES FAITH to everything contained in this deed.

SIGNED BY: EXPEDITO DELGADO GONZALEZ AND CARMEN MEDINA SANTANA. All the initials of the executors have been placed in the margin of each and every one of the pages in the original.

Signed, sealed, stamped and endorsed by JOSE ANGEL MACHUCA ROMERO, Notary

Public.

The appropriate Notary Tax seal has been placed on this document; it is exempt of sales tax

pursuant to the Law 43 issued on June 9, 1946.

I CERTIFY: That the preceding copy is a true and exact of the original deed filed under the number indicated in my protocol, which consists of seventeen pages (17); and for delivery to the concerned party, I issue this certified copy on the same date of its execution. I BEAR WITNESS.

[Signature]
Notary Public
[Seal]

## **CERTIFICATE**

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris

Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this  $20^{th}$  day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

Forma FmHA 427-1(S) PR (Rev. 10-82)

## ACEPTACION ---El (los) comparecientes ACEPTAN esta escritura en la forma redactada una vez The appearing party (parties) ACCEPT(S) this deed in the manner drawn once yo, el Notario autorizante, le (les) hice las advertencias legales pertinentes. I, the authorizing Notary, have made to him (them) the pertinent legal warnings. Así lo dicen y otorgan ante mí, el Notario autorizante, el (los) compareciente(s) So they say and execute before me, the authorizing Notary, the appearing party (parties) sin requerir la presencia de testigos después de renunciar su derecho a cilo del que without demanding the presence of witnesses after waiving his (their) right to do so of which le(s) advertf.---1 advised him (them).-Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its-----en su contenido, pone(n) sus iniciales en cada uno de los fòlios de esta escritura contents, place(s) his (their) initials on each of the folios of this deed-----incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all rigo before me, the authorizing Notary who GIVES-----FE de todo el contenido de esta escritura. FAITH to everything contained in this deed .------FIRMADO: DON EXPEDITO DELGADO GONZALEZ Y DOÑA CARMEN MEDINA-SANTANA. Aparecen las iniciales de los otorgantes al margen de--cada página del original .-----Firmado, Signado, Sellado y Rubricado por JOSE ANGEL MACHUCA-ROMERO, Notario Público .---Cancelado el sello de Impuesto Notarial en el original.-



junio de 1946 .-



--Exenta de cancelar sellos de Rentas Internas, Ley 43 de 9 de--

---CERTIFICO: Que ésta es PRIMERA copia certificada del originalque obra en mi protocolo al que me remito, el cual consta de---- It is recorded on page 272, volume 206 of Yabucoa, farm # 13,118, entry # 6th. It is encumbered by two mortgages in the amount of \$15,000.00 each one to the order of the United States of America; in the amount of \$27,700.00 to the order of US, and by the mortgage furnished through this document. Humacoa, August 13th, 1991.

No fees

[Signature] Recorder [Seal]

### **CERTIFICATE**

I hereby certify that the attached Data Recording Document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris

Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed the CAPDE 20th day of August of 2007?

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/10

OF WASHING

discrita al folio 272 del formo 206 de Yodulor, finco #13,118

dra 6 # Ofecto a das higolicas

por \$15,000.00 coda una formo

de Estados Unidos de America;

por \$27,700.00 a forma E. U. A.

y a la que por este documento

se constituye. Hornocoo a

13 de agosto de 1991

fin dros

Person

#### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juary Puerto Rico

Juan M. Ortiz Serbiá State Executive Director

L-DS C.m.s N. RIM

DOÑA CARMEN MEDINA SANTANA, seguro social numero----

propietarios, y vecinos de Yabucoa, Puerto Rico, enadelante denominados LOS DEUDORES HIPOTECARIOS. ------DE LA SEGUNDA PARTE: Los Estados Unidos de-----América, por conducto de La Administración de-----tomo la Farmers Home Administration, a tenor con---las disposiciones de la Ley del Congreso titulada--"CONSOLIDATED FARMERS HOME ADMINISTRATION ACT OF---NINETEEN SIXTY ONE (1961)", con oficinas principales
en washington, Distrito de Columbia, representada---en este acto por DON RAFAEL LUIS RODRIGUEZ MARTINEZ,

ANGEL MACHOCA POR AND NOTARIO

Juan, Puerto Rico, en su caracter de Supervisor---Local, cuyo caracter consta debidamente acreditado-en el Registro de la Propiedad,
denominado como el ACREEDOR HI

seguro social número

_____DOY FE---------De conocer personalmente a los comparecientes, ypor sus dichos con relación a su edad, estado civil, profesión y vecindad. Me aseguran tener, y a mi---juicio tienen la capacidad legal necesaria para el-presente otorgamiento, y a tal efecto libre y----voluntariamente: ---------EXPONEN------ PRIMERO: Que los Deudores Hipotecarios son dueños

en pleno dominio de las siguiente propiedade:-----

--- "RUSTICA: Finca compuesta de DIECISIETE PUNTO---- CINCUENTA Y CUATRO QUINCE CUERDAS (17.5415),----equivalentes a sesenta y ocho mil novecientos----cuarenta y cinco punto doce noventa y cinco metros--(68,945.1295 mts.) sito en el Barrio Calabazas del--término municipal de Yabucoa, en lindes por el----NORTE, en distintas alineaciones con un camino----municipal; por el SUR, con terrenos de Juan Vega----Pagán; por el ESTE, en una distancia de ciento----treinta y nueve punto ochocientos treinta y siete--metros lineales con el remanente de la finca----principal; y por el OESTE, en una distancia de----cuatrocientos ochenta y cinco punto trescientos---diecinueve metros lineales con terrenos de-----Encarnación Ruíz y Juan Cruz Pagán".-----

---Inscrita al folio doscientos setenta (270), tomodoscientos seis (206) de Yabucoa, finca trece mil--ciento dieciocho (13,118), de Yabucoa, Puerto Rico,inscripción primera.

-----CARGAS Y GRAVAMENES-----

---Se halla afecta dicha propiedad a cuatro (4)----hipotecas en garantía de Pagarés a favor de los-----Estados Unidos de América, las cuales se describen a continuación:------

A) Quince Mil Dólares (\$15,000.00); constituída por escritura número treinta y uno (31) del veintinuevede julio de mil novecientos ochenta y ocho (1988)--ante el Notario Israel Delgado Ramos, en Humacao,---Puerto Rico. ------

--Inscrita al folio doscientos setenta vuelto-----(290 yto.), tomo doscientos seis (206) de Yabucoa,-finca trece mil ciento dieciocho (13,118).-----

B) Quince Mil Dólares (\$15,000.00); constitute por escritura cuarenta (40) del diez (1977)



de mil novecientos ochenta y ocho (1988) ante el ---Notario Israel Delgado Ramos, en Humacao, Puerto ---Rico. --Inscrita al folio doscientos setenta y uno (271),tomo doscientos seis (206) de Yabucoa, finca trece-mil ciento dieciocho (13,118).-----C) Veintisiete Mil Setecientos Dólares -----(\$27,700.00); constituída por la escritura número -veintiuno (21) de dos (2) de marzo de mil ----novecientos noventa (1990), ante la Notario Aida Luz Moringlanes Ruíz, en Humacao, Puerto Rico. -----Esta hipoteca fue modificada a la suma de veintiocho mil novecientos noventa dólares con noventa centavos (\$28,990.90) mediante escritura de Reamortización de Préstamo Hipotecario y Modificación de Hipoteca ---número quince (15) del quince (15) de marzo de mil novecientos noventa y uno (1991) ante este mismo --notario que autoriza y suscribe. ------- Inscrita al folio doscientos setenta y uno vuelto-(271 vto.), tomo doscientos seis (206) de Yabucoa,-finca trece mil ciento dieciocho (13,118).-----Diez Mil Dólares (\$10,000.00), constituída por la escritura número treinta (30) del diez (10) de -julio de mil novecientos noventa y uno (1991) ante este mismo notario autorizante y que suscribe. ------Inscrita al folio doscientos setenta y dos (272),----SEGUNDO: Manifiestan Los Deudores Hipotecarios-que con el fin de reamortizar la deuda hipotecaria-constituida mediante la escritura de hipoteca en---garantía de pagare número treinta (30) arriba----descrita e identificada con la letra "D".-----solicitaron y obtuvieron el consentimiento del ----acreedor hipotecario. Estados Unidos de América, --aptuando por conducto y a través de la ------Administración de Hogares para Agricultores de ----conformidad con la ley del Congreso titulada------

L.D.J. C.M.S



L.D& C.M.S RLRM

"Consolidated Farmers Home Administration Act of----1961" y por el reglamento aprobado al efecto para--reamortizar la deuda hipotecaria. ---TERCERO: Manifiestan los comparecientes Don ----Expedito Delgado González y Doña Carmen Medina-----Santana que es de su propio y personal conocimientotodas y cada una de las claúsulas, obligaciones, y-estipuláciones contenidas en la escritura de----hipoteca, y en este acto en forma clara, y solemne y terminante, se obligan a cumplir todas y cada de---dichas obligaciones claúsulas y estipulaciones----requeridas por la Administración de Hogares para----Agricultores (FmHA).------ REAMORTIZACION Y MODIFICACION DE PAGARE HIPOTECA ---- CUARTO: Manifiesta EL ACREEDOR HIPOTECARIO por--conducto del compareciente Don Rafael Luis Rodríguz-Martinez, en el caracter que ostenta, que habiendo-sido aceptados Los Deudores Hipotecarios para----recibir los beneficios de la ley del Congreso------"Consolidated Farmers Home Administration Act of----1961", según enmendada, ha convenido en reamortizary modificar la forma de pago de los plazos----consignados en el Pagaré y en la hipoteca que por la cantidad de DIEZ MIL DOLARES (\$10,000.00) constituyó el día diez (10) de julio de mil novecientos noventa y uno (1991) en la siguiente manera: el importe --total adeudado al veintiuno (21) de agosto de mil -nuevecientos noventa y dos (1992) asciende a la ---cantidad de DIEZ MIL DOLARES (\$10,000.00) de ----principal y QUINIENTOS CINCUENTA Y SIETE DOLARES CON CINCUENTA Y CUATRO CENTAVOS (\$557.54), de intereses, para un total de DIEZ MIL QUINIENTOS CINCUENTA Y ---SIETE DOLARES CON CINCUENTA Y CUATRO CENTAVOS -----(\$10,557.54), con intereses a razor del Cluco -----PORCIENTO (5.00 %) ANUAL y la go

pagada de la siguiente forma: Un primer pago de ---Mil Dieciocho Dólares (\$1,018.00) en o antes del día
veintiuno (21) de agosto de Mil Nuevecientos Noventa
y Tres (1993), y Mil Dieciocho Dólares (\$1,018.00)--en o antes de cada veintiuno (21) de agosto -----

subsiguiente hasta el veintiuno (21) de agosto del-- : año dos mil ocho (2,008), inclusive.--------El (los) acreedor(es) posterior(es), mediante----Declaración Jurada, ha(n) consentido en que el-----Gobierno de Los Estados Unidos de América, actuandotraves de la Administración de Hogares para-----Agricultores, de su Departamento de Agricultura, lesume el interés acumulado al principal aumentando--la cantidad total adeudada y extender el término---del vencimiento de dicha deuda si fuera necesario .--Esta transacción no cambiará la posición de-----prioridad hipotecaria registrada a favor de Los-----Estados Unidos de América.--------QUINTO: El compareciente, Don Rafael Luis .-----Rodriguez Martínez, en el caracter que ostenta, me-muestra a mí, el Notario, el Pagaré garantizado conla hipoteca relacionada en el Expositivo Primero deesta escritura, y me asegura que no ha sido----negociado, ni gravado en forma alguna por su actualtenedor y poseedor, Los Estados Unidos de América, y una vez identificado por mí, el Notario,----cerciorándome de que se trata del mismo Pagaré----original procedo a poner un anexo a éste denominado-"ATTACHMENT A" y que se ha hecho formar parte de el,

a los efectos de proveer espacio adicional para losendosos y descuentos de dicho pagaré, el cual----contiene el siguiente texto: "El importe de este---pagaré y la hipoteca que lo garantiza reamortizado-dia veintiuno (21) de agosto de mil nuevecientosla dia veintiuno (1992) dió un saldo deudor montante a-

E.D.S C.m.s RLRM



L-DZ C-11-3 RLD111

THOSE MACHUO AO ME TO SE TO SE

DIEZ MIL DOLARES (\$10,000.00) de principal y -----QUINIENTOS CINCUENTA Y SIETE DOLARES CON CINCUENTA Y CUATRO CENTAVOS (\$557.54), de intereses, para un --- | total de DIEZ MIL QUINIENTOS CINCUENTA Y SIETE -----DOLARES CON CINCUENTA Y CUATRO CENTAVOS (\$10,557.54) con intereses a razón del CINCO PORCIENTO (5.00 %)~- : ANUAL y el cual devengará intereses a razón del ----. Cinco porciento (5.00 %) anual y habrá de ser pagado en la siguiente forma: Un primer pago de Mil -----Dieciocho Dólares (\$1,018.00) en o antes del día --veintiuno (21) de agosto de Mil Nuevecientos Noventa y Tres (1993), y Mil Dieciocho Dólares (\$1,018.00)-en c antes de cada veintiuno (21) de agosto ----subsiguiente hasta el veintiuno (21) de agosto del - : año dos mil ocho (2,008), inclusive, según resulta-de la escritura número cuarenta y uno (41) del ---veintiuno (21) de agosto de mil nuevecientos noventa y dos (1992) ante el Notario autorizante. ---------Manifiesta el compareciente Don Rafael Luis. -----Rodriguez Martínez que el Gobierno puede cambiar elporciento de interés de acuerdo con los reglamentosde la Administración de Hogares para Agricultores, -no más frecuente que trimestralmente, notificando -por correo al Prestatario con treinta (30) días de-anticipación a su última dirección. El nuevo tipo-de interés no deberá exceder el porciento de---interés establecido en los reglamentos de la-----Administración de Hogares para Agricultores para eltipo de préstamo arriba indicado. Doy Fe. En-----Humacao, Puerto Rico a veintiuno (21) de agosto de-mil nuevecientos noventa y dos (1992). (Firmado,---Signado, Sellado y Rubricado por José Angel Machuca-Romero, Notario Público)".----------NOTARIO PUBLICO-----

na vez puesta la nota (Attachment) lo devuelvo--

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al compareciente, señor Rafael Luis Rodríguez -----Martinez, en el carácter que ostenta.---------ADVERTENCIAS---------Tal es la escritura que ante mí, formalizan los--comparecientes, la que aceptan en su integridad porexpresar lo pactado, haciendo Yo, el Notario, las--advertencias legales pertinentes.----------LECTURA Y OTORGAMIENTO--------Leida esta escritura a los otorgantes por haber-renunciado al derecho de hacerlo por sí mismos, el-cual les advertí tenían, y habiendola hallado----conforme, la aprueban y ratifican firmando ante---mí, todo ello en un mismo acto, en el mismo día de-su otorgamiento, estampando, además, las iniciales-en el márgen izquierdo de cada una de sus folios,--ante el Notario, de todo lo cual,así como de todo lo que consignamos en esta escritura pública, YO, el---Notario Autorizante, white Die ---FIRMADO: EXPEDITO DELGADO GONZALEZ, CARMEN ----MEDINA SANTANA; Y LOS ESTADOS UNIDOS DE AMERICA----REPRESENTADOS POR RAFAEL LUIS RODRIGUEZ MARTINEZ . -----Aparecen las iniciales de los otorgantes al ---margen de cada página del original. ---------Firmado, Signado, Sellado, Rúbricado, por JOSE--ANGEL MACHUCA ROMERO, Notario Público. -------- Cancelado el sello Impuesto Notarial en el-----certificada, fiel y exacta, de su original que obra en mi protocolo al que me remito, la cual consta de siete (7) páginas; y para entregar a parte -----interesada la expido en el mismo día de su Otogamiento. DOY FE BOGAGO. NOTARK

OG 400 . NOTAR

Huch la prodificación al falio 15/ del torro 212 de Yaburon, drs gra Frien #13118. Humarore a 8 de octubre de 1992 D.D.

### CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, marrie and resident of Guayama, Puerto Rico. In n official capacity as State Executive Director the Farm Service Agency, U.S. Department Agriculture, hereby declare under penalty perjury that this is a true and exact copy of the original document which I have under m custody.

San Juan Puerto Rico

Juan M. Ortiz Serbiá

State Executive Director

#### NUMBER FORTY-ONE (41)

# DEED OF REAMORTIZATION OF MORTGAGE LOAN AND MORTGAGE MODIFICATION

In the city of Humacao, Puerto Rico, on August twenty-first (21st) of nineteen ninety-two (1992)

#### IN MY PRESENCE

JOSE ANGEL MACHUCA ROMERO, Attorney and Notary Public with residence and offices in the city of Carolina, Puerto Rico.

#### THERE NOW APPEAR

AS ONE PARTY: EXPEDITO DELGADO GONZALEZ, social Security number five and CARMEN MEDINA

SANTANA, Social Security number

, both of legal age, married to each other, property owners and residents of Yabucoa, Puerto Rico. Hereinafter referred to as "MORTGAGORS"

AS THE SECOND PARTY: UNITED STATES OF AMERICA, acting through the Farmers Home Administration, in accordance with the dispositions of the Congress law known as "Consolidated Farmers Home Administration Act of 1961", with headquarters in Washington, District of Columbia, United States of America, represented herein by MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, Social Security number

, of legal age, married,

employed and a resident of San Juan, Puerto Kico, in his capacity of County Supervisor, whose credentials are duly recorded in the Property Registry. Hereinafter referred to as MORTGAGEE:

of nineteen eighty-eight (1988) before the Notary Israel Delgado Ramos in Humacao, Puerto Rico.

It is recorded on page two hundred seventy-one (271), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

C) Twenty-seven thousand seven hundred dollars (\$27,700.00); furnished through deed number twenty-one (21) on March two (2) of nineteen ninety (1990), before the Notary Aida Luz Moringlanes Ruiz in Humacao, Puerto Rico.

This mortgage was modified to the amount of twenty-eight thousand nine hundred ninety dollars and ninety-nine cents (\$28,990.90) through Deed of Re-amortization of Mortgage Loan and Mortgage Modification number fifteen (15) of March of nineteen ninety-one (1991) before the undersigned notary,

It is recorded on page two hundred seventy-one reverse (271 rev.), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

D) Ten thousand dollars (\$10,000.00) furnished through deed number thirty (30) on July ten (10) of nineteen ninety-one (1991) before the undersigned notary.

It is recorded on page seventy-two (272), volume two hundred six (206) of Yabucoa, farm thirteen thousand one hundred eighteen (13,118).

SECOND: The mortgagors state that in order to reamortize the mortgage debt furnished through Deed of Mortgage number thirty (30) above described and identified under letter D, they requested and obtained the approval of the mortgagee, the United States of America, acting through the Farmers Home Administration, in accordance with the

regulations of the Congress Law titled "Consolidated Farmers Home Administration Act of 1961" and regulations approved therein, to reamortize the mortgage debt.

THIRD: The MORTGAGORS, Expedito Gonzalez and Carmen Medina Santana, state that they are personally aware of each and every one of the obligations, clauses and stipulations contained or mentioned in the aforementioned mortgage deed, and they hereby clearly, solemnly and absolutely agree to comply with each and every one of said obligations, clauses and stipulations as required by the Farmers Home Administration (FmHA).

# REAMORTIZATION AND MODIFICATION OF PAYMENT OF PROMISSORY NOTE AND MORTGAGE

FOURTH: Mortgagor states, through the appearing party Rafael Luis Rodriguez Martinez in the capacity he bears, that because the mortgagors have qualified to receive the benefits of the law issued by the Congress of the United States of America mentioned in paragraph second, he has agreed to reamortize and modify the form of payment of the installments established in the promissory note and in the mortgage of TEN THOUSAND DOLLARS (\$10,000.00) which was furnished on July ten (10) of nineteen ninety-one (1991) as follows:

The total unpaid balance on August twenty (21) of nineteen ninety-two (1992) amounted to TEN THOUSAND DOLLARS (\$10,000.00) of principal and FIVE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$557.54) of interests, to make a total of TEN THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$10,557.54), with interests at the annual rate of FIVE PERCENT (5%), which shall accrue interests at the annual rate of FIVE PERCENT (5%) and shall be paid as follows:

One first installment of One thousand eighteen dollars (\$1,018.00) on or before August twenty-first (21st) of nineteen ninety-three (1993), and One thousand eighteen dollars (\$1,018.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of thousand eight (2008) inclusive.

Mortgagor(s) consent(s), through affidavit, that the US Government, acting through the Agricultural Department of the Farmers Home Administration may add the accrued interest to the principal, thus increasing the total amount owed and to extend the due date if needed.

This transaction shall not modify the priority mortgage position in favor of the United States of America.

FIFTH: The appearing party, MR. RAFAEL LUIS RODRIGUEZ MARTINEZ, in the capacity he bears, gives me, the Notary, the promissory note secured by the mortgage described in First paragraph herein, and he assures me that it has not been negotiated or encumbered in any way by the current holder and owner, United States of America, and once it has been identified by me, the Notary, and I have ascertained that it is the same promissory note, I proceed to place an attachment to it referred to as ATTACHMENT A and which shall become part thereof with the purpose to provide extra space for the endorsements and discounts of said promissory note. Such attachment contains the following text: "The amount of this promissory note and the mortgage securing it, reamortized on August twenty (21) of nineteen ninety-two (1992) had an unpaid balance of

TEN THOUSAND DOLLARS (\$10,000.00) of principal and FIVE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$557.54) of interests, to make a total of TEN THOUSAND FIVE HUNDRED FIFTY-SEVEN DOLLARS AND FIFTY-FOUR CENTS (\$10,557.54), with interests at the annual rate of FIVE PERCENT (5%), which shall accrue interests at the annual rate of FIVE PERCENT (5%) and shall be paid as follows: One first installment of One thousand eighteen dollars (\$1,018.00) on or before August twenty-first (21st) of nineteen ninety-three (1993), and One thousand eighteen dollars (\$1,018.00) on or before August twenty-first (21st) of every year subsequently thereafter until August twenty-first (21st) of thousand eight (2008) inclusive, pursuant to deed number forty-one (41), dated August twenty-first (21st) of nineteen ninety-two (1992) before authorizing notary.

The appearing party, Rafael Luis Rodriguez Martinez, that the Government may change the interest rate according to the regulations of the Farmers Home Administration, no more frequently than every quarter, sending notice by mail to borrower's last known address with thirty (30) days in advance. The new interest rate shall not exceed the interest rate set forth in the regulation of the Farmers Home Administration for the type of loan above indicated. I bear witness. In Humacao, Puerto Rico on August twenty-first (21st) of nineteen ninety-two (1992). (Signed, sealed, stamped and endorsed by Jose Angel Machuca Romero, Notary Public)."

#### **NOTARY PUBLIC**

Once the above mentioned note (Attachment) is placed and signed, I return the document

to the appearing party Rafael Luis Rodriguez Martinez, in his capacity of note holder.

#### WARNINGS

Such is the deed that before me, the appearing parties formalize and accept as it conforms to their agreement. I, the Notary, state that I have given the parties the pertinent legal warnings and reservations for this deed

#### READING AND EXECUTION

After reading this deed to the parties since they waived the right to do it themselves, of which right I informed them they had, and having stated that they agree with its contents, they ratify their agreement by placing their signature in my presence, all in one proceeding, on the same day of its execution, placing also their initials on the left margin of every page of this deed. I the Notary, BEAR WITNESS to everything else I state, refer to or mention in this deed.

[Signatures] [Seals]

SIGNED: EXPEDITO DELGADO GONZALEZ, CARMEN MEDINA SANTANA; AND UNITED STATES OF AMERICA REPRESENTED HEREIN BY LUIS RODRIGUEZ MARTINEZ.

The initials of the parties appear in each one of the pages of the original.

Signed, sealed, stamped and endorsed by JOSE ANGEL MACHUCA ROMERO, Notary Public.

The appropriate Notary Tax seal of the State Bar is cancelled in the original. Exempt of sales tax pursuant to Law 43 of July 9, 1946.

I CERTIFY: This is the FIRST true and exact copy of the original deed filed in my protocol of public instruments which consists of seven pages (7), and for delivery to the concerned party, I issue it the same day of its execution. I BEAR WITNESS.

[Signature] Public Notary [Seal] Such modification was recorded in page 151, volume 212 of Yabucoa. Farm # 13,118, 10th entry.
Humacoa, October 8th, 1992

No fees

[Signature] Recorder

## **CERTIFICATE**

I hereby certify that the attached Reamortization of Mortgage Loan and Mortgage Modification is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris

Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this

20th day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington

My appointment expires: 02/01/10

De acuerdo a:  Consolidated Farm & Rural Decemergency Agricultural Credit  CCION QUE REQUIERE PAC  Prestamo inicial  Préstamo Subsiguiente  Consolidación y prestamo subsiguiente	Adjustment Act of 1978  GARÉ:  Restructuración  Reamortización
De acuerdo a:  Consolidated Farm & Rural Dec Emergency Agricultural Credit  CCION QUE REQUIERE PAC  Prestamo inicial  Préstamo Subsiguiente  Consolidación y prestamo	Limitados  velopment Act  t Adjustment Act of 1978  GARÉ:  Restructuración Reamortización
Consolidated Farm & Rural Dec Emergency Agricultural Credit CCION QUE REQUIERE PAC Prestamo inicial Préstamo Subsiguiente Consolidación y prestamo	velopment Act t Adjustment Act of 1976 GARÉ:  Restructuración Reamortización
Consolidated Farm & Rural Dec Emergency Agricultural Credit CCION QUE REQUIERE PAC Prestamo inicial Préstamo Subsiguiente Consolidación y prestamo	t Adjustment Act of 1970  GARÉ:  Restructuración  Reamortización
Emergency Agricultural Credit CCION QUE REQUIERE PAC Prestamo inicial Préstamo Subsiguiente Consolidación y prestamo	t Adjustment Act of 1970  GARÉ:  Restructuración  Reamortización
CCION QUE REQUIERE PAC Prestamo inicial Préstamo Subsiguiente Consolidación y préstamo	GARÉ:  Restructuración  Reamortización
Prestamo inicial Préstamo Subsiguiente Consolidación y préstamo	Restructuración Reamortización
Préstamo Subsiguiente Consolidación y préstamo	Reamortización
Préstamo Subsiguiente Consolidación y préstamo	Reamortización
Consolidación y prestamo	_
•	1 1 12
VERNITURE HILL	Venta a Credito
Consolidación	Pagos Diferidos
es del Departamento de Agricul	tura de los Estados Un
12 Ortiz Stella #0.	<u> </u>
signado por el Gobierno por esc	crito, la suma principa
	dóla
bre el principal adeudado al _	SIETE
puede CAMBIAR EL POR frecuente que trimestralmente terés no deberá exceder el porc o de préstamo arriba indicado. epto si es modificado por un tipi	i, notificando por corre ciento de interés más al
n/a	en enero 1, 19
_n/a	_eu euero 1 '13
/	
n/a	en enero 1, 19
n/a n/a	_ en enero 1, 19
t t t	signado por el Gobierno por escore el principal adeudado al

después al principal.

#### Case 3:20-cv-01584 Document 1-13 Filed 10/27/20 Page 2 of 6

INCUMPLIAMENTO: La falta de pago a su vencii. Into de cualquier deuda aqui evidenciada o el incumento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagadera inmediatamente.

Este pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno de conformidad con la Consolidated Farm and Rural Development Act o el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

	Spell Olyolo Janz	al
(SELLO)	/ expedito delgado conzalez .	(Prestatario)
· . · . · . · . · . · . · . · . · . · .	Carmer Medina Santana.	(Prestatario)
CERTIFICATION		
I, Juan M. Ortiz Serbiá, of legal age, married	HC 3 Box 12901	
and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of	Yabucoa, P.R. 00767-9710	
Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my		
custody. San Juan Puerto Rico		
Juan M. Offiz Sorbia	• ·	,
State Everytive Director		17/11

#### **REGISTRO DE ADELANTOS**

CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 8,000.00		\$		ş	
\$		\$		\$	
\$		\$		S	
\$		\$		\$	
			TOTAL	\$ 8,000.00	

Formulario FmHA 1940-17 (S)

# FmHA Form 1940-17 (S) (Rev. 12-88)

UNITED STATES DEPARTMENT OF AGRICULTURE	TYPE OF LOAN Type: OL X Regular Limited Reso	urces	
FARMERS HOME ADMINISTRATION	In accordance with:		
PROMISSORY NOTE	Consolidated Farm and Rural Development Act X Emergency Agricultural Credit Adjustment Act of 1978		
Name: DELGADO GONZALEZ, EXPEDITO State: PUERTO RICO Office: HUMACAO Case Number: 63-003-583400052 Date: September 11 th , 1992 Fund Code: 44 Loan Number: 07	X Subsequent Loan Rea Consolidation and Cor	ecturing amortization asolidation bt Reduction	

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in Ave. Cruz Ortiz Stella # 62 HUMACAO, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of EIGHT THOUSAND DOLLARS (\$8,000.00) plus interest on the unpaid principal of SEVEN PERCENT (7%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in ONE (1) installment, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$8,560.00......on January 1, 19

and \$ n/a subsequently each year thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable ONE (1) years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or restructured, interest accumulated for over ninety (90) days as of the date of this instrument will be added to the principal and this new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests accumulated during the deferment period and then to interests computed to the effective date of the payment and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

Whenever this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Debt Reduction", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

CODE AND LOAN NUMBER:	AMOUNT OF NOTE: \$	INTEREST RATE: %	DATE:	ORIGINAL BORROWER:	LAST INSTALLMENT DUE:

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-EROSIVE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, paragraph G, section 1940 of 7CFR. If (1) the loan period goes beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower tries to produce crops on highly-erosive

soils exempt from the restrictions under Exhibit M until January 1, 1190, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the Borrower's farm, whichever comes later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must prove that he is actively applying a soil conservation plan approved by the Soil Conservation Service (SCS) or by the appropriate Soil Conservation District for the highly-erosive soils if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he must prove that any crop production on highly-erosive soils after said date shall be done according to a conservation plan approved by the Soil Conservation service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]	
EXPEDITO DELGADO GONZALEZ [Signature]	(BORROWER) (SEAL)
CARMEN MEDINA SANTANA (SEAL)	(BORROWER)

HC 3 BOX 12901 YABUCOA, PUERTO RICO 00767

**PAYMENT LOG** 

AMOUNT DATE \$8,000.00 AMOUNT DATE

AMOUNT DATE

\$

TOTAL: \$8,000.00

### **CERTIFICATE**

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

3

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this 20th day of August of 2007

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

Forma FmHA 427-1(S) PR (Rev. 10-82)

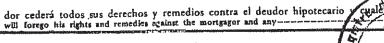
asc s.zo cv offsor Document I I The Theat of Zinzo Ta
NUMBER FORTY SIX (46)
HIPOTECA VOLUNTARIA
En la ciudad de Humacao, Puerto Rico, a los once (11) días de- la the city of Humacao, Puerto Rico, this eleventh (11th.) day of- septiembre de mil novecientos noventa y dos (1992).———————————————————————————————————
ANTE MIBEFORE ME
JOSE ANGEL MACHUCA ROMERO
Abogado y Notario Público de la Isla de Puerto Rico con residencia en Carolina,— Attorney and Notary Public for the Island of Puerto Rico, with residence in Carolina,————————————————————————————————————
Puerto Ricoy oficina en Carolina, Puerto Rico, Puerto Rico.  Puerto Rico
COMPARECENAPPEAR
Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage-
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinaster called the "mortgagor" and whose personal circumstances————————————————————————————————————
aparecen de dícho párrafo.————————————————————————————————————
Doy se del conocimiento personal de los comparecientes, así como por sus dichos i, the Notary, attest to the personal knowledge of the appearing parties, as well as to their—
de su edad, estado civil, profesión y vecindad.  statements which I believe to be true of their age, rivil status, profession and residence.
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration
de aus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
miento. ————————————————————————————————————
EXPONEN
PRIMERO: El deudor hipotecario es dueño de la finea o fineas descritas en el FIRST: That the mortgagor is the owner of the larm or farms described in-
párrafo UNDECIMO así como de todos los derechos e intereses en las mismas, paragraph ELEVENTII of this mortgage, and of all rights and interest in the same
denominada de aquí en adelante "los bienes"
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravamenes que SECOND: That the property mortgaged herein is subject to the liens
se especifican en el parrafo UNDECIMO.
TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States
América, actuando por conducto de la Administración de Hogares de Agriculto-
res Edmominado de aquí en adelante el "acreedor hipotecario", en relación con

SECCION

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in préstamo restamos evident. I por uno o más arés o convenio bolo loan or loans evidenced by one or more promisory note(s) or assumption agreement(s)
ogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por ereinaster called "the note" whether one or more. It is required by
l Gobierno que se hagan pagos adicionales mensuales de una doceava parte de he Government that additional monthly payments of one-twelfth of the
as contribuciones, avaluos (impuestos), primas de seguros y otros cargos que se axes, assessments, insurance premiums and other charges
nayan estimado sobre la propiedad hipotecada.———————————————————————————————————
CUARTO: Se sobreentiende que:
(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the
suma de principal especificada en el mismo, concedido con el propósito y la inten- principal amount specified therein made with the purpose and intention-
ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgagee, at any time, may assign the note and
asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One
consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of
la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda- the Housing Act of Nineteen Hundred and Forty-Nine, as amended.——————————————————————————————————
das
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mortgagee-
ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,
prestamista asegurado.
(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree- (Three) When payment of the note is insured by the mortgagee, the
dor hipotecario otorgară y entregară al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along-
el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal
tereses de dicho pagaré.
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender
determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-
que será designada como "cargo anual"
(Cinco) Una condición del aseguramiento de pago del pagaré será de que el tene- (Five) A condition of the insurance of payment of the note will be that the holder-







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violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any

cualquier convenio suplementario por parte del deudor.

(Seis) Entre otras cosas, es el propósito e intención de esta hipoteca, que en todo (Six) It is the purpose and intent of this mortgage that, among other things,

tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the

que el acreedor 'upotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage-----

garantizará el pago del pagaré pero cuando el pagaré esté en poder de un prestashall secure payment of the note; but when the note is held by an insured------

mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to-----

de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt------

constituira una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgagee-----

contra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumagainst loss under its insurance endorsement by reason of any default------

plimiento por parte del deudor hipotecario.

QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note-

sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgagee-

cario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del should assign this mortgage without insurance of the payment of the note, in guarantee of the

importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH-----

NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the

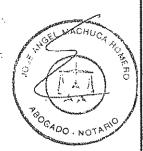
(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan(b) at all times when the note is held by an insured lender, in guarantee

tía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in subparagraph 9Two of paragraph NINTH hereof

consignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any-----

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el event and at all times whatsoever, in guarantee of the additional amounts specified in





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aquí garantizada e indem. Lar y conservar libre le pérdida al acreel. hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.

loss under its insurance of payment of the note by reason of any default by the mortgagor. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.as collection agent for the holder .-(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal y cualquier cargo por delincuencia requerido en el presente o en el futuro por los ; and any deliquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores,--regulations of the Farmer's Home Administration. rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, lessla cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder-del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.---referred to in paragraph FOURTH hereof for the account of the mortgagor. Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is heldpor el acreedor hipotecario o por el prestamista asegurado, podrá ser acreditada by the mortgagee or by an insured lender, may be credite-por el acreedor hipotecario al pagaré y en su consecuencia constituirá un adelanto by the mortgagee on the note and thereupon shall constitute an advancepor el acreedor hipotecario por cuenta del deudor hipotecario.--by the mortgagee for the account of the mortgagor, Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in this---párrafo devengará intereses a razón del SIETE - - - - - subparagraph shall bear interest at the rate of SEVEN----- por ciento ( 7.00--- º/o)----( 7.00-- %)0)-_ _ _ _ _ _ per cent anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga.----(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mortgagee, any----o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repaand all amount advanced by the mortgagee for property insurance premiums, repairs, raciones, gravamenes u otra reclamación en protección de los bienes hipoteca-



liens and other claims, for the protection of the mortgaged property,-

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a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time

de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgages from time to------

hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other

una finca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the farm or any part of it-

menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operation-

ción o al arrendamiento.

(Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require,

información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the-----

la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations——————

que afecten los bienes o su uso.

(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times————

derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or not

otorgada está siendo mermada o deteriorada y si dicho examen o inspección deterthe security given is being lessened or impaíred, and if such inspection or examination shall-

mada o deteriorada, tal condición se considerará como una violación por parte del or impaired, such condition shall be deemed a breach by the-----

deudor hipotecario de los convenios de esta hipoteca.

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podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its-procedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acreeshould abandon the property or voluntarily deliver it to mortgagee, dor hipotecario, el acreedor hipotecario es por la presente autorizado y con pode-mortgagee is hereby authorized and empowered res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collect sus rentas, beneficios e ingresos de los mismos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda evidencosts of collection and administration and secondly to the payment of the debt evidenced.......... ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinate. ANDEL MACHUCA ción, de un Banco Federal u otra fuente responsable, cooperativa o privada, a un a Federal Bank or other responsible source, cooperative or private, at a tipo de interés y términos razonables para préstamos por tiempo y propósitos rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagee's request will apply for and accept. y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones necesaid loan in sufficient amount to pay the note and any other indebtedness secured hereby and to sarias en la agencia cooperativa en relación con dicho préstamo.

purchase any necessary shares of stock in the cooperative agency in regard to said loan. (Dicciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured—— por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como by this mortgage, or should mortgagor, or any one of the persons herein called deudor hipotecario faltare en el pago de cualquier cantidad o violare o no cumpliere mortgagor, default in the payment of any amounts or violate or fail to comply----con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, o en cualquier convenio suplementario, o falleciere o se declarare o fuere declara or in any supplementary agreement, or die or be declared an



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para fines agrícolas y la construcción y/o reparación y/o mejoras de las instalaciones for agricultural purposes and the construction and/or repair or improvement of the physicalfísicas en la finca(s) descrita(s).installations on the described farm(s). DECIMO CUARTO: El prestatario ocupará personalmente y usará cualquier estruc-FOURTEENTH: The borrower will personally occupy and use any structuretura que haya sido construída, mejorada o comprada con el importe del préstamo constructed, improved or purchased with the proceeds of the loan aquí garantizado y no arrendará o usará para otros fines dicha estructura a menos herein guaranteed and shall not lease or use for other purposes said structure unlessque el Gebierno lo consienta por escrito. La violación de esta clausula como la the Government so consents in writing. Violation of this clause as well asviolación de cualquiera otro convenio o cláusula aquí contenida ocasionará el violation of any other agreement or clause herein contained will cause vencimiento de la obligación como si todo el término hubiese transcurrido y en the debt to become due as if the whole term had elapsed and theaptitud el Gubierno de declarar vencido o pagadero el préstamo y proceder a la Covernment at its option may declare due and payable the loan and proceed toejecución de la hipoteca.-the forcelosure of the mortgage, ---DECIMO QUINTO: Esta hipoteca se extiende expresamente a toda construcción FIFTEENTH: This mortgage expressly extends to all constructiono edificación existente en la(s) finca(s) antes descrita(s) y a toda mejora, construc-or building existing on the farm(s) hereinbefore described and all improvement, ción o edificación que se construya en dicha finca(s) durante le vigencia del prés-construction or building constructed on said farm(s) while the tamo hipotecario constituido a favor del Gobierno, verificada por los actuales mortgage loan constituted in favor of the Government is in effect, made by the presentdueños deudores o por sus cesionarios o causahabientes.---owners or by their assignees or successors,-DECIMO SEXTO: El deudor hipotecario por la presente renuncia mancomunada SIXTEENTH: The mortgagor by these presents hereby waives jointly andy solidariamente por sí y a nombre de sus herederos causahabientes, sucesores o severally for himself and on behalf of his heirs, assignees, successors orrepresentantes a favor del acteedor (ADininistración de Hogares de Agricultores), representatives, in favor of mortgagee (Farmers Home Administration)cualquies detecho de Hogar Securo (Homestead) que en el present o en el futuro any Homestrad right (Homestead) that presently or in the future --pudiera tener en la propiedad descrita en el párrafo undécimo y en los edificios he may have in the property described in paragraph eleventh and in the buildings----alli enclavados o que en el futuro fueran construidos; renuncia esta permitida thereon or which in the future may be constructed; this waiver being permitted a savot de la Administración de Hogares de Agricultores por la Ley Número trece in savot of the Farmers Home Administration by Law Number Thirteen-(13) del veintiocho (28) de mayo de mil novecientos sesenta y nueve (1969) (31 (13) of the twenty-eights of May, nineteen hundred sixty-nine (1969) (31-: ĈP.R.A. (851)—-----L.R.A. 1851).---DECIMO SEPTIMO: El acreedor y el deudor hipotecario convienen en que cual SEVENTEENTH: Mortgagee and mortgagor agree that any



⁸⁰0€400

quier estusa, horno, calentador comprado o financiado total o parcialmente con stove, oven, water heater, purchased or financed completely or partially with

inds of the loan herein guaranteed, will be considered and understood to form part -e la propiedad gravada por esta Hipoteca. a ocupar la propiedad objeto de esta escritura dentro de los próximos sesenta ad occupy the property object of this deed within the following sixty las a partir de la fecha de la inspección final; y en caso de circunstancias impre-ays from the date of linal inspection, and in the event of unforeseen circumstances. istas fuera del control del deudor hipotecario que le impidiera mudarse, éste lo eyond his control which would impede him to do so, he willotificará por escrito al Supervisor Local. DECIMO NOVENO: Toda mejora, construcción o edificación que se construya IINETEENTH: All improvement, construction or building constructed --n dicha finca durante la vigencia antes mencionada deberá ser construída previa-n said farm(s) during the term hereinbefore referred to, must be made with the previous----entes y aquellos futuros que se promulgaren de acuerdo a las leyes federales y a future ones that may be promulgated pursuant to the tederal and ocales no inconsistentes o incompatibles con las leyes actuales que gobiernan stos tipos de préstamos. /IGESIMO: Este instrumento garantiza asímismo el rescate o recuperación de WENTIETH: This instrument also secures the recapture of ualquier crédito por intereses o subsidio que pueda otorgarse a los prestatarios ny interest credit or subsidy which may be granted to the borrower(s) by the tor el Gobierno de acuerdo con las disposiciones del Título Cuarentidos del Código lovernment pursuant to Forty-Two-le Estados Unidos Sección Mil Cuatrocientos Noventa - a (42 U.S.C. 1490a)-----J.S.C. Fourteen Ninety-s (42 U.S.C. 1490a) ---Hertn



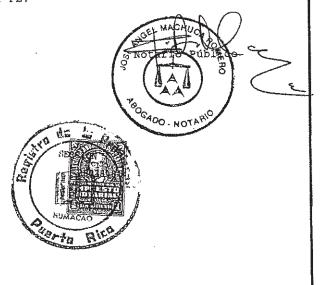
niA 427-1(S) PR 3-82)

#### ACEPTACION-

Después de ser leída esta escritura por el (los) compareciente(s), se ratifica(n) After this deed was read by the appearing party(parties) he (they) ratify its-----

incluyendo el último y la firma(n) todos ante mí, el Notario autorizante, que DOY including the last one, and all sign before me, the authorizing Notary who GIVES-----

FE de todo el contenido de esta escritura.





It is recorded on page 152 reverse, volume 212 of Yabucoa, entry # 12th. It is encumbered by mortgage in the amount of \$15,000.000, \$15,000.00; \$27,700.00; \$10,000.00; \$8,000.00 (and to) I mean, all of them to the order of the United States of America, and by the mortgage furnished through this document. Humacoa, October 14th, 1992.

No fees

[Signature] Recorder [Seal]

#### **CERTIFICATE**

I hereby certify that the attached Data Recording Document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris

Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this CAPDE

20th day of August of 2007

Print Name: Rosa Capdevielle

Notary Public in and for the State of Washington

My appointment expires: 02/01/10

Insculo at polio 152 uto. del
omo 212 del goducon dos. 12 =

Yesta a fightecos por \$15,000.00;

\$15,000.00; \$27,700.00.\$10,000.00;

\$8,000.00 & a) dijo, toda a fovor

le Etolo; Unida de Anevior

ya la que por ete documento

pe contiluye. Humoira a

14 de octubre de 1992.

Al.



# CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

San Juan Puerto Rico

Juan M. Ortiz Serbiá Stato Executivo Director

rmulario FmHA 1940-17(S)			CLASE DE PRE' AMO	
(nev. 2-88)	• • • • • • • • • • • • • • • • • • • •			,
			Tipo: O L	XX Regular
DEPARTAMENTO DE A	GRICULTURA DE ESTADOS	SUNIDOS		Recursos Limitados
ADMINISTRACION I	DE HOGARES DE AGRICUL	TORES	De acuerdo a:	
			Consolidated Farm & Rural	Development Act
PAGARE		Emergency Agricultural Cre	edit Adjustment Act of 1978	
Nombre			ACCION QUE REQUIERE P	AGARÉ:
DELGADO GONZALEZ			row	
Estado PUERTO RICO	Oficina HUMACAC	)	Préstamo inicial  Préstamo Subsiguiente	Restructuración Reamortización
Caso Núm.	Fecha		Consolidación y prestamo	Venta a Credito
63-003-583400052	ll septiem	bre 1992	subsiquiente	
Clave de Fondos	Num. de Prestamo		Consolidación	Pagos Diferidos
POR VALOR RECIBIDO, Estados de América, actuando por			udor mancomunada y solidariami ultores del Departamento de Agri	
(denominado en adelante el "Gob	sierno") lo su cesionario en su ofic	ina en Ave.	Cruz Ortíz Stella #	62
Humacao, Puerto Ric			tio designado por el Gobierno por	
CTERE MIT				dolare
OTHE PED				QQ(a) e
(5 7,000.00 <del>-</del>		' ' mas interes	es sobre el principal ladeudado la	SIETE
	POR	CIENTO (7	.00 %) anuai Si este pa	garé es para un préstamo de
Recursos Limitados (indicado en el	encasillado superior "Clase de Pré	éstamo"), el Gob	ierno puede CAMBIAR EL PO	ORCIENTO DE INTERES
de acuerdo con los reglamentos de Prestatario con treinta (30) dias d	: la Administración de Hogares de	e Agricultores, no n. El quevo tion (	i mas trecuente que trimestralme: la interés on deberá exceder el D	orciento de interés más alto
establecido en los reglamentos de l	a Administración de Hogares de A	gricultores para e	tipo de préstamo arriba indicado	
Principal e intereses seran pag			excepto si es modificado por un s	
o ances de las siguientes fechas	ll septiembr	e 1993	n/a	1 10
3,872.00	en #9######	. 3004	n/a	en enero 1, 19
s 3,872,00	e ^{h e} XXXXXX	1994 5	n/a	en enero 1; 19
n/a	en enero 1, 19	; S	n/a	en enero 1,19
<u>n/a</u>	en enero 1, 19	; s	n/a	en enero 1, 19
sn/a	en enero 1, 19	; s	n/a	en enero 1, 19
/-	en enero 1, 19	; s	n/a	en enero 1, 19
			da año hasta que el principal, e in	tereses sean completament
y spagados excepto que el plazo final	de la deuda agui evidenciada, de	e en enero i de ca e no ser pagada ar	nteriormente, vencerá y será paga	dero en dos (2) años de
la fecha de este pagaré y excepto	que se podrán hacer pagos adela	ntados según se p	provee más abajo. La considerac	ión aquí envuelta respaldara
cualquier convenio modificando el	plan de pagos			
Si la cantidad total del prestan	no no es adelantada a la fecha del-	cierre, el préstam	o será adelantado al Prestatario se	egún solicitado por el Presta.
tario y aprobado por el Gobierno por el Gobierno. Se acumularán il	La aprobación del Gobierno será	á dada siempre y	cuando el adelanto es solicitado p	nara un proposito actorizaci nal Registro de Adelantos el
por el Gobierno. Se acumularan II el final de este pagaré. El Prestatar	ntereses por la cantidad de cada al no autoriza al Gobierno a anotar la	gelanto gesce su a(s) cantidad(es) y	fecha(s) de tal(es) adelanto(s) en e	l Registro de Adelantos.
			ados a la fecha de este instrument	
principal y ese inuevo principal acui	mularà intereses a razón del porcie	ento evidenciado	par este instrumento	
Todo pago hecho en cualquier	deuda representada por este pag	aré será primero a	plicado a intereses computados a	la fecha efectiva del pago y

despues al principal

Pagos adelantados de los plazos estipulados o cualquier parte de los mismos, podrán hacerse en cualquier tiempo a opción del Prestatario. Reembolsos y pagos extras, según se definen en los reglamentos (7 C.F.R. 1861.2) de la Administración de Hogares de Agricultores, de acuerdo con la fuente de los fondos envueltos, después de abonarse los intereses, se aplicarán a los últimos plazos, a vencer bajo este pagaré y no afectarán la obligación del Prestatario de pagar los restantes plazos según se especifican en el mismo. Si el Gobierno en cualquier momento cediera este pagaré y asegura el pago del mismo, el prestatario continuará haciendo los pagos al Gobierno como agente cobrador del tenedor.

Mientras este pagaré esté en poder de un prestamista asegurado, los pagos adelantados hechos por el Prestatario podrán, a opción del Gobierno, ser remitidos por el Gobierno prontamente al tenedor o, a excepción del pago final, podrán ser retenidos por el Gobierno y remitidos al tenedor a base de plazo anual vencido. La fecha efectiva de todo pago hecho por el prestatario, excepto pagos retenidos y remitidos por el Gobierno al tenedor a base de plazo anual vencido será la fecha del cheque del Tesoro de los Estados Unidos mediante el cual el Gobierno remite el pago al tenedor. La fecha efectiva de cualquier pago adelantado retenido y remitido por el Gobierno al tenedor a base de plazo anual vencido, será la fecha del pago adelantado por el Prestatario y el Gobierno pagará los intereses a los cuales el tenedor tiene derecho que se devenguen entre la fecha efectiva de cualquiera de dichos pagos adelantados y la fecha del cheque del Tesoro remitido al tenedor.

Cualquier cantidad adelantada o invertida por el Gobierno para el cobro de este pagaré o para preservar o proteger la garantía del préstamo o de otra manera invertido bajo los términos de cualquier convenio de garantía u otro instrumento otorgado en relación con el préstamo aquí evidenciado, a opción del Gobierno pasará a ser parte del préstamo y devengará intereses al mismo tipo de interés que el principal de la deuda aquí evidenciada y vencerá y será pagadera inmediatamente por el Prestatario al Gobierno sin necesidad de requerimiento.

La propiedad construída, mejorada, comprada o refinanciada en total o en parte con el préstamo aquí evidenciado no será arrendada, cedida, vendida, transferida o gravada voluntariamente o de otra forma, sin el previo consentimiento por escrito del Gobierno. A menos que el Gobierno consienta lo contrario por escrito, el Prestatario operará personalmente dicha propiedad como una finca si este préstamo es a dueño de finca (FO).

Si una "Consolidación y un Préstamo Subsiguiente", "Consolidación", "Reamortización" o un "Nuevo Plan de Pago" es indicado en el encasillado superior de la primera página "Acción que Requiere Pagaré", este pagaré es otorgado para consolidar, reamortizar o evidenciar un nuevo plan de pago pero no en satisfacción del principal e intereses del siguiente pagaré(s) o convenio(s) de subrogación (nuevos términos):

VALOR DEL PAGARE	INTERESES	FECHA	PRESTATARIO ORIGINAL	ULTIMO PLAZO A VENCE
\$	%	.19		10
\$	%	.19		,19
\$	%	.19		.19
\$	%	,19		19
\$	%	,19		.19
\$	%	,19		.19
\$	%	.19		.19

Los documentos de garantía tomados en relación con los préstamos evidenciados por estos pagarés descritos u otras obligaciones relacionadas no son afectadas por el otorgamiento de esta consolidación, reamortización o nuevo plan de pago. Estos instrumentos de garantía continuarán en efecto y la garantía ofrecida para los préstamos evidenciado por los pagarés descritos permanecerán como garantía para el préstamo evidenciado por este pagaré y por cualquier otra obligación relacionada.

CONVENIO DE REFINANCIAMIENTO: Si en cualquier tiempo el Gobierno determinare que el Prestatario puede obtener un préstamo de una cooperativa responsable u otra fuente de crédito privada a un tipo de interés y términos razonables para préstamos por tiempo y condiciones similares, el Prestatario, a requerimiento del Gobierno, solicitará y aceptará el préstamo en cantidad suficiente para satisfacer este pagaré en su totalidad y pagar las acciones necesarias si el prestamista es una cooperativa.

INCUMPLIMIENTO: La falta de pago a su vencimiento de cualquier deuda aquí evidenciada o el incumplimiento de cualquier condición o acuerdo bajo este documento constituirá incumplimiento bajo cualquier otro instrumento evidenciando una deuda del Prestatario asegurada o garantizada por el Gobierno o en cualquier otra forma relacionada con dicha deuda; el incumplimiento bajo cualquier otro instrumento constituirá incumplimiento bajo los términos de este documento. COMETIDO CUALQUIER INCUMPLIMIENTO, el Gobierno, a su opción, podrá declarar toda o parte de dicha deuda vencida y pagaderra ama di tamente.

Este Pagaré se otorga como evidencia de un préstamo al Prestatario concedido o asegurado por el Gobierno conformidad con la Consolidated Farm and Rural Development Acto el Emergency Agricultural Credit Adjustment Act of 1978 y para el tipo de préstamo según indicado en el encasillado "CLASE DE PRESTAMO" más arriba. Este Pagaré está sujeto a los reglamentos presentes de la Administración de Hogares de Agricultores y a sus futuros reglamentos no inconsistentes con las estipulaciones aquí consignadas.

Presentación, protesto y aviso son por la presente expresamente renunciados.

The It Delodo For	nily
/EXPEDITO DELGADO GONZALEZ	(Prestatario
Camen India Inton	CC L
CARMEN MEDINA SANTANA	(Prestatario
HC 3 Box 12901	
Yabucoa, PR 00767-97	1.0
·	

## CERTIFICATION

I, Juan M. Ortiz Serbiá, of legal age, married and resident of Guayama, Puerto Rico. In my official capacity as State Executive Director of the Farm Service Agency, U.S. Department of Agriculture, hereby declare under penalty of perjury that this is a true and exact copy of the original document which I have under my custody.

Juan M. Ortiz Serbiá
State Executive Director

		REGISTRO I	DE ADELANTOS		
CANTIDAD	FECHA	CANTIDAD	FECHA	CANTIDAD	FECHA
\$ 15,000.00	29-7-88	\$		\$	
8		\$		1 8	
\$		\$		\$	
		\$		\$	
			TOTAL	\$ 15,000.00	

FmHA Form 1940-17 (S) (Rev. 12-88)

#### UNITED STATES DEPARTMENT OF AGRICULTURE FARMERS HOME ADMINISTRATION

Type: OL

TYPE OF LOAN

X Regular Limited Resources

PROMISSORY NOTE

In accordance with:
Consolidated Farm and Rural Development Act
X Emergency Agricultural Credit Adjustment Act of

1978

Name: DELGADO GONZALEZ, EXPEDITO

State: PUERTO RICO Office: HUMACAO

Case Number: 63-003-583400052 Date: September 11th, 1992

Fund Code: 44
Loan Number: 06

ACTION REQUIRING NOTE:

X Initial Loan
Subsequent Loan
Consolidation and
Subsequent Loan
Sale on Credit
Deferred Payments
Conservation Easements

Restructuring
Reamortization
Consolidation
Debt Reduction

Debt Reduction

FOR VALUE RECEIVED, the undersigned Borrower(s) and any other co-borrower jointly and severally promise to pay to the order of the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture (herein called the "Government"), or its representative, at its offices in Ave. Cruz Ortiz Stella # 62 HUMACAO, PUERTO RICO, or at another location designated in writing by the Government, the principal sum of SEVEN THOUSAND DOLLARS (\$7,000.00) plus interest on the unpaid principal of SEVEN PERCENT (7%) PER ANNUM. If this note is for a Limited Resources Loan (indicated in the box above, under the heading "Type of Loan"), the Government may CHANGE THE INTEREST RATE, in accordance with the Farmers Home Administration regulations, not more frequently than a calendar trimester basis, and shall notify Borrower at his most current address by mail, with thirty (30) days' notice. The new interest rate shall not exceed the highest interest rate established by the Farmers Home Administration regulations for the type of loan indicated above.

Principal and interests shall be paid in 2 installments, as indicated below, unless modified by a different interest rate, on or before the following dates:

\$3,872.00.....on September 11, 1993

\$3,872.00.....on September 11, 1994

and \$ n/a subsequently each year thereafter until the principal and interests are completely paid, except for the final payment of the debt evidenced herein, which, if not sooner paid, shall be due and payable THIRTY (30) years from the date of this note, with the exception that prepayments may be made as provided for below. The consideration hereof shall support any agreement modifying the schedule of payments.

If the total amount of the loan is not forwarded by the due date, the loan will be forwarded to Borrower, pursuant to request by Borrower and approval by the Government. Approval by the Government shall be granted only when the loan is requested for purposes authorized by the Government. Interests will accrue on the amount of each loan starting on the date these become effective as shown in the Payment Log at the end of this note. Borrower authorizes the Government to note the amount(s) and date(s) of any prepayment(s) in the Payment Log.

For any note that is reamortized, consolidated or restructured, interest accumulated for over ninety (90) days as of the date of this instrument will be added to the principal and this new principal will accrue interests at the rate evidenced herein.

Every payment made on any indebtedness evidenced by this note shall be applied first to interests accumulated during the deferment period and then to interests computed to the effective date of the payment and then to the principal.

Payments in advance of scheduled installments, or any portion thereof, may be made at any time at the option of the Borrower. Refunds and extra payments, as defined in regulations (7 C.F.R. 1951.8) of the Farmers Home Administration, according to the source of the funds involved, shall, after payment of interest, be applied to the last installments to come due under this promissory note, and shall not affect Borrower's duty to pay the remaining installments as scheduled herein. If at any time the Government should assign this promissory note and insure payment of the same, the Borrower shall continue making payments to the Government as collecting agent of the holder.

Whenever this note is held by an insured lender, advance payments made by Borrower may, at the Government's option, be transferred promptly by the Government to the holder, except the final payment, or such payments shall be retained by the Government and transferred to the holder on an annual installment due date basis. The effective date of any advance payment retained and transferred by the Government to the holder on an annual installment due date basis shall be the date of Borrower's advance payment, and the Government shall pay the interest to which the holder is entitled, accruing between the effective date of any such advance payment and the date of the Treasury check paid to the holder.

Any amount forwarded or invested by the Government in order to collect on this promissory note or to preserve or protect the security of the loan or paid in any way under the terms of any security agreement or other instrument executed in relation to the loan evidenced herein, shall, at the option of the Government, become part of the loan and shall accrue interest at the same rate as the principal of the debt evidenced herein and shall be immediately due and payable by the Borrower to the Government without the need of requirements.

Property constructed, improved, purchased, or refinanced in whole or in part with the loan evidenced herein shall not be leased, surrendered, sold, transferred, or encumbered, voluntarily or otherwise, without the previous written consent of the Government. Unless the Government gives written consent to the contrary, Borrower will personally manage said property as a farm if this is a Farm Owner (FO) loan.

If "Consolidation and Subsequent Loan", "Debt Reduction", "Consolidation", "Reamortization" or "New Payment Plan" is marked in the upper box of the first page titled "Action Requiring Note", this promissory note is executed to consolidate, reamortize or as evidence of a new payment plan, but not to satisfy the principal and interests of the following promissory note(s) or assumption agreement(s) (new terms):

CODE AND AMOUNT OF LOAN NOTE: \$	INTEREST RATE: %	DATE:	ORIGINAL BORROWER:	LAST INSTALLMENT DUE:
----------------------------------	---------------------	-------	-----------------------	-----------------------------

The security documents taken in relation to the loans evidenced by the described promissory notes or other stated obligations are not affected by the execution of this consolidation, reamortization or new payment plan. These security instruments shall remain in effect and the security offered for the loans evidenced by the described promissory notes shall continue to guarantee the loan evidenced by this promissory note and by any other stated obligations.

REFINANCING AGREEMENT: If at any time the Government determines that Borrower may be able to obtain a loan from a responsible cooperative or other private credit source at reasonable rates and terms for loans for similar purposes and time periods, Borrower shall, at the Government's request, apply for and accept a loan of a sufficient amount to pay this note in full and, if the lender is a cooperative, to pay for any necessary shares.

CONSERVATION AGREEMENT FOR HIGHLY-EROSIVE SOILS AND WETLANDS: The Borrower acknowledges that the loan described in this promissory note shall be in default if any part of this loan is used for purposes that contribute to excessive erosion of highly-erosive soils or for the conversion of wetlands to produce agricultural crops, as explained in Exhibit M, paragraph G, section 1940 of 7CFR. If (1) the loan period goes

beyond January 1, 1990, but not past January 1, 1995, and (2) the borrower tries to produce crops on highly-erosive soils exempt from the restrictions under Exhibit M until January 1, 1190, or two years after the Soil Conservations Service (SCS) has completed a conservation plan for the Borrower's farm, whichever comes later, the Borrower also agrees that prior to loss of exemption from the conservation restrictions on highly-erosive soils, in accordance with part 12 of 7CFR, the Borrower must prove that he is actively applying a soil conservation plan approved by the Soil Conservation Service (SCS) or by the appropriate Soil Conservation District for the highly-erosive soils if the loan period extends beyond January 1, 1995. The Borrower also agrees that, before January 1, 1995, he must prove that any crop production on highly-erosive soils after said date shall be done according to a conservation plan approved by the Soil Conservation service (SCS) or by the Conservation District, in accordance with the requirements of the Soil Conservation Service.

DEFAULT: Failure to pay when due any debt evidenced hereby or perform any covenant or agreement hereunder shall constitute default under any other instrument evidencing a debt of Borrower owing to or insured by the Government or securing or otherwise relating to such a debt; and default under any such other instrument shall constitute default hereunder. UPON ANY SUCH DEFAULT, the Government, at its option, may declare all or any part of any such indebtedness immediately due and payable.

This note is given as evidence of a loan to Borrower made or insured by the Government, pursuant to the "Consolidated Farm and Rural Development Act" or the "Emergency Agricultural Credit Adjustment Act of 1978" and for the type of loan indicated in the box 'TYPE OF LOAN" above. This note is subject to the present regulations of Farmers Home Administration and to its future regulations not inconsistent with the stipulations expressed herein.

Presentation, protest, and notice are hereby expressly waived.

[Signature]	
EXPEDITO DELGADO GONZALEZ [Signature]	(BORROWER) (SEAL)
CARMEN MEDINA SANTANA (SEAL)	(BORROWER)

HC 3 BOX 12901 YABUCOA, PUERTO RICO 00767

PAYMENT LOG

AMOUNT DATE \$7,000.00 AMOUNT DATE

AMOUNT

DATE

TOTAL: \$7,000.00

# **CERTIFICATE**

I hereby certify that the attached Promissory Note is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed 20th day of August of 2007.

Signature

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

Forma FmHA 427-1(S) PR (Reg. 10-82)

NUMBER FORTY SEVEN (47)
HIPOTECA VOLUNTARIA
En la ciudad de Humacao, Puerto Rico, a los once (11) días de
BEFORE ME
JOSE ANGEL MACHUCA ROMERO
Abogado y Notario Público de la Isla de Puerto Rico con residencia en Carolina,— Attorney and Notary Public for the Island of Puerto Rico, with residence in Carolina,————
Puerto Ricoy oficinz en Carolina, Puerto Rico-Puerto Rico.  Puerto Rico
COMPARECENAPFEAR
Las personas nombradas en el párrafo DUODECIMO de esta hipoteca denomina- The persons named in paragraph TWELFTH of this mortgage
dos de aquí en adelante el "deudor hipotecario" y cuyas circunstancias personales hereinafter called the "mortgagor" and whose personal circumstances————————————————————————————————————
aparecen de dicho párrafo
Doy so del conocimiento personal de los comparecientes, así como por sus dichos I, the Notary, attest to the personal knowledge of the appearing parties, as well as to their
de su edad, estado civil, profesión y vecindad.———————————————————————————————————
Aseguran hallarse en el pleno goce de sus derechos civiles, la libre administración They assure me that they are in full enjoyment of their civil rights, and the free administration
de sus bienes y teniendo a mi juicio la capacidad legal necesaria para este otorga- of their property, and they have, in my judgment, the necessary legal capacity to grant this
rnictifovoluntary mortgage
EXPONEN
PRIMERO: El deudor hipotecario es dueño de la finca o fincas descritas en el FIRST: That the mortgagor is the owner of the farm or farms described in
párrafo UNDECIMO así como de todos los derechos e intereses en las mismus, paragraph ELEVENTII of this mortgage, and of all rights and interest in the same
denominada de aquí en adelante "los bienes",
SEGUNDO: Que los bienes aquí hipotecados están afectos a los gravámenes que SECOND: That the property mortgaged herein is subject to the liens
se especifican en el pártafo UNDECIMO

TERCERO: Que el deudor hipotecario viene obligado para con Estados Unidos de THIRD: That the mortgagor has become obligated to the United States----

TO CADO NOTAPIC

América, actuendo por conducto de la Administración de Hogares de por America, acting through the Farmers Home Administración, de Hogares de por America, acting through the Farmers Home Administración de Hogares de por America, acting through the Farmers Home Administración de Hogares de por America, actuendo por conducto de la Administración de Hogares de por America, actuendo por conducto de la Administración de Hogares de por America, actua de Hogares de la Company de la Comp

n préstamo (cétamos evide. por uno o más 1 rés o convenit b- losa, or losas evidenced by one or more promissory note(s) or assumption agreement(s)—
ogación, denominado en adelante el "pagaré" sean uno o más. Se requiere por tereinafter called "the note" whether one or more. It is required by
el Gobierno que se hagan pagos adicionales mensuales de una doceava parte de he Government that additional monthly payments of one-twelfth of the
las contribuciones, avaluos (Impuestos), primas de seguros y otros cargos que se taxes, assesments, insurance premiums and other charges————————————————————————————————————
hayan estimado sobre la propiedad hipotecada.
CUARTO: Se sobreentiende que:
(Uno) El pagaré evidencia un préstamo o préstamos al deudor hipotecario por la (One) The note evidences a loan or loans to the mortgagor in the
suma de principal especificada en el mismo, concedido con el propósito y la inten- principal amount specified therein made with the purpose and intention
ción de que el acreedor hipotecario puede ceder el pagaré en cualquier tiempo y that the mortgages, at any time, may assign the note and
asegurar su pago de conformidad con'el Acta de mil novecientos sesenta y uno insure the payment thereof pursuant to the Act of Nineteen Hundred and Sixty-One
consolidando la Administración de Hogares de Agricultores o el Título Quinto de consolidating the Farmers Home Administration or Title Five of
la Ley de Hogares de mil novecientos cuarenta y nueve, según han sido enmenda- the Housing Aci of Nineteen Hundred and Forty-Nine, as amended.
das.
(Dos) Cuando el pago del pagaré es garantizado por el acreedor hipotecario, puede (Two) When payment of the note is guaranteed by the mongagee
ser cedido de tiempo en tiempo y cada tenedor de dicho pagaré a su vez será el it may be assigned from time to time and each holder of the insured note, in turn,
prestamista asegurado
(Tres) Cuando el pago del pagaré es asegurado por el acreedor hipotecario, el acree (Three) When payment of the note is insured by the mortgagee, the
dor hipotecario otorgará y entregará al prestamista asegurado conjuntamente con mortgagee will execute and deliver to the insured lender along
el pagaré un endoso de seguro garantizando totalmente el pago de principal e in- with the note an insurance endorsement insuring the payment of the note fully as to principal
tereses de dicho pagaré.
(Cuatro) En todo tiempo que el pago del pagaré esté asegurado por el acreedor (Four) At all times when payment of the note is insured by the mortgagee,
hipotecario, el acreedor hipotecario, por convenio con el prestamista asegurado, the mortgagee by agreement with the insured lender-
determinarán en el endoso de seguro la porción del pago de intereses del pagaré set forth in the insurance endorsement will be entitled to a specified portion of the interest pay-
que será designada como "cargo anual",
(Cinco) Una condición del aseguramiento de pago del pagaré surá de que el tene- (Five) A condition of the insurance of payment of the note will be that the holder-
dor cederá todos sus derechos y remedios contra el deudor hipotecario y cualos will forego his rights and remedies egainst the mortgagor and any



Forma FmIA #27-1(S) PR (Rév. 10-82)

quis, a utros en relación, con dicho préstam. .... como también a los beneficios others in connection with said loan, as well as any benefit de esta hipoteca y aceptará en su lugar los beneficios del seguro, y a requerimiento of this mortgage, and will accept the benefits of such insurance in lieu thereof, and upon the del acreedor hipotecario endosará el pagaré al acreedor hipotecario en caso de mortgagee's request will assign the note to the mortgagee should the mortgagor————— violación de cualquier convenio o estipulación aquí contenida o en el pagaré o en violate any covenant or agreement contained herein, in the note, or any cualquier convenio suplementario por parte del deudor.-----tiempo cuando el pagaré esté en poder del acreedor hipotecario, o en el caso en at all times when the note is held by the mortgagee, or in the event the que el acreedor 'tipotecario ceda esta hipoteca sin asegurar el pagaré, esta hipoteca mortgagee should assign this mortgage without insurance of the note, this mortgage-mista asegurado, esta hipoteca no garantizará el pago del pagaré o formará parte lender, this mortgage shall not secure payment of the note or attach to----de la deuda evidenciada por el mismo, pero en cuanto al pagaré y a dicha deuda, the debt evidenced thereby, but as to the note and such debt constituirá una hipoteca de indemnización para garantizar al acreedor hipotecario shall constitute an indemnity mortgage to secure the mortgageecontra cualquier pérdida bajo el endoso de seguro por causa de cualquier incumagainst loss under its insurance endorsement by reason of any default-----plimiento por parte del deudor hipotecario.-by the mortgagor .-QUINTO: Que en consideración al préstamo y (a) en todo tiempo que el pagaré FIFTH: That, in consideration of said loan and (a) at all times when the note----sea conservado por el acreedor hipotecario, o en el caso de que el acreedor hipoteis held by the mortgagee, or in the event the mortgageecario ceda la presente hipoteca sin el seguro de pago del pagaré y en garantía del ahould assign this mortgage without insurance of the payment of the note, in guarantee of the importe del pagaré según se especifica en el subpárrafo (Uno) del Párrafo NOVE-amount of the note as specified in subparagraph (one) of paragraph NINTH NO con sus intereses al tipo estipulado y para asegurar el pronto pago de dicho hereof, with interest at the rate stipulated, and to secure prompt payment of the pagaré, su renovación cualquier convenio contenido en el mismo, o extensión y note and any renewals and extensions thereof and any agreements contained therein,-(b) en todo tiempo que el pagaré sea poseído por el prestamista asegurado en garan-(b) at all times when the note is held by an insured lender, in guaranteetía de las sumas especificadas en el subpárrafo (Dos) del párrafo NOVENO aquí of the amounts specified in aubparagraph 9Two of paragraph NINTH hereofconsignado para garantizar el cumplimiento del convenio del deudor hipotecario for securing the performance of the mortgagor's agreement

SECCION SECCION

780G400 NOTA

de indemnizar y conservar libre al acreedor hipotecario contra pérdidas bajo el enhèrein to indemnify and save harmless the mortgagee against loss under its

doso de seguro por razón de incumplimiento del deudor hipotecario y (c) en cualinsurance endorsements by reason of any default by the mortgagor, and (c) in any

quier caso y en todo tiempo en garantía de las sumas adicionales consignadas en el Event and at all times whatsoever, in guarantee of the additional amounts specified in

iento y para a. " contenidos o en cualquier otro convenio suplementario, el deudor hipotecario por contained hereis or in any supplementary agreement, the mortgagorla presente constituye hipoteca voluntaria a favor del acreedor hipotecario sobre by constitutes a voluntary mortgage in favor of the mortgages onlos bienes descritos en el párrafo UNDECIMO más adelante, así como sobre los the property described in paragraph ELEVENTH hereof, together with all rights,derechos, intereses servidumbres, derechos hereditarios, adhesiones pertenecientes interests easements, hereditaments and appurtenances thereto belonging, los mismos, toda renta, créditos, beneficios de los mismos, y todo producto e the rents, issues and profits thereof and revenues andingreso de los mismos, toda mejora o propiedad personal en el presente o que en income therefrom, all improvements and personal property now or-el futuro se adhiera o que sean razonablemente necesarias para el uso de los mismos, later attached thereto or reasonably necessary to the use thereof, sobre las aguas, los derechos de agua o acciones en los mismos, pertenecientes a all water, water rights and shares in the same pertaining to las fincas o a todo pago que en cualquier tiempo se adeude al deudor hipotecario the farms and all payments at any time owing to the mortgagorpor virtud de la venta, arrendamiento, transferencia, enajenación o expropiación by virtue of any sale, lease, transfer, conveyance or total or total o parcial de o por daños a cualquier parte de las mismas o a los intereses sobre partial condemnation of or injury to any part thereof or interest ellas, siendo entendido que este gravamen quedará en toda su fuerza y vigor hasta therein, it being understood that this lien will continue in full force and effect until que las cantidades especificadas en el párrafo NOVENO con sus intereses antes y all amounts as specified in paragraph NINTH hereof, with interest before and después del vencimiento hasta que los mismos hayan sido pagados en su totalidad.

after maturity until paid, have heen paid in full. En caso de ejecución, los bienes responderán del pago del principal, los intereses In case of foreclosure, the property will be answerable for the payment of the principal, interest, antes y después de vencimiento, hasta su total solvento, pérdida sufrida por el acreethereon before and after maturity until paid, losses sustained by thedor hipotecario como asegurador del pagaré, contribuciones, prima de seguro o cualmortgagee as insurer of the note, taxes, insurance premiums, andquier otro desembolso o adelanto por el acreedor hipotecario por cuenta del deudor other disbursements and advances by the mortgagee for the mortgagor's accounthipotecario con sus intereses hasta que sean pagados al acreedor hipotecario, costas, with interest until repaid to the mortgagee, costs, expenses andgastos y honorarios de abogado del acreedor hipotecario, toda extensión o reno-attorney a feea of the mortgagee all extensions and renewals of any of vación de dichas obligaciones con intereses sobre todas y todo otro cargo o suma said obligacions, with interest on all and all other charges and additional adicional especificada en el párrafo NOVENO de este documento,amounts as specified in paragraph NINTH hereof .-SEXTO: El deudor hipotecario expresamente conviene lo siguiente:---SIXTH: That the mortgagor specifically agrees as follows:-----(Uno) Pagar al acreedor hipotecario prontamente a su vencimiento cualquier deuda (One) To pay promptly when due any indebtedness-----

- 4 -





rma FmHA 427-1(S) PR ev. 10-82)

aqui a itizada e inden. Zar y conservar lib. 3. Jérdida al acree. c hipotecario to the mortgagee hereby secured and to indemnify and save harmless the mortgagee against any bajo el seguro del pago del pagaré por incumplimiento del deudor hipotecario.

less under its insurance of payment of the note by reason of any default by the mortgagor. En todo tiempo cuando el pagaré sea poseído por el prestamista asegurado, el At all times when the note is held by an insured lender, the deudor hipotecario continuará haciendo los pagos contra dicho pagaré al acreedor mortgagor shall continue to make payments on the note to the mortgagee,hipotecario como agente cobrador del tenedor del mismo.---as collection agent for the holder, -.-(Dos) A pagar al acreedor hipotecario una cuota inicial por inspección y tasación (Two) To pay to the Mortgagee any initial fees for inspection and appraisal y cualquier cargo por delincuencia requerido en el presente o en el futuro por los : and any deliquency charges, now or hereafter required byreglamentos de la Administración de Hogares de Agricultores.---regulations of the Farmer's Home Administration,-rado, cualquier suma adeudada y no pagada bajo los términos del pagaré, menos any amount due and unpaid under the terms of the note, less----la cantidad o carga anual, podrá ser pagada por el acreedor hipotecario al tenedor the amount of the annual charge, may be paid by the mortgagee to the holder---del pagaré bajo los términos provistos en el pagaré y en el endoso de seguro referido of the note to the extent provided in the insurance endorsementen el párrafo CUARTO anterior por cuenta del deudor hipotecario.-referred to in paragraph FOURTH hereof for the account of the mortgagor.----Cualquier suma vencida y no pagada bajo los términos del pagaré, sea éste poseído Any amount due and unpaid under the terms of the note, whether it is held-por el acreedor hipotecario por cuenta del deudor hipotecario.--by the mortgagee for the account of the mortgagor, ----Cualquier adelanto por el acreedor hipotecario tal como se describe en este sub-Any advance by the mortgagee as described in thispárrafo devengará intereses a razón del SIETEsubparagraph shall bear interest at the rate of SEVEN -anual a partir de la fecha en que venció el pago hasta la fecha en que el deudor per annum from the date on which the amount of the advance was due to the date of payment hipotecario lo satisfaga.----(Cuatro) Fuere o no el pagaré asegurado por el acreedor hipotecario, cualquier (Four) Whether or not the note is insured by the mottgagee, any o todo adelanto hecho por el acreedor hipotecario para prima de seguro, repa-and all amount advanced by the mortgagee for property insurance premiums, repairs,----raciones, gravámenes u otra reclamación en protección de los bienes hipotecaliens and other claims, for the protection of the mortgaged property, ----ods o para contribuciones o impuestos u otro gasto similar por razón de haber





el deudor hipe ario dejado de ¿ por los mismos, d agará intereses mortgagor's failure to pay the same, shall bear interest at the rate del tipo estipulado en el subpárrafo anterior desde la fecha de dichos adelantos stated in the next preceding subparagraph from the date of the advance----hasta que los mismos sean satisfechos por el deudor hipotecario .-----(Cinco) Todo adelanto hecho por el acreedor hipotecarlo descrito en esta hipo-(Five) All advances made by mortgagee as described in this mortgage,teca con sus intereses vencerá inmediatamente y será pagadero por el deudor hipo-with interest, shall be immediately due and payable by the mortgagor-----tecario al acreedor hipotecario sin necesidad de requerimiento alguno en el sitio to mortgagee without demand at thedesignado en el pagaré y será garantizado por la presente hipoteca. Ningún adelanto place designated in the note and shall be guaranteed hereby. No such advance hecho por el acreedor hipotecario no relevará al deudor hipotecario de su obligación by mortgages shall relieve the mortgagor from breach of his covenant---del convenio de pagar. Dichos adelantos, con sus intereses, se reembolsarán de los to pay. Such advances, with interest shall be repaid from the----primeros pagos recibidos del deudor hipotecario. Si no hubieren adelantos, todo first avallable collections received from mortgagor. Otherwise, any payments----pago verificado por el deudor hipotecario podrá ser aplicado al pagaré o a cualquier payment made by mortgagor may be applied on the note or any otra deuda del deudor hipotecario aquí garantizada en el orden que el acreedor indebtedness to mortgagee secured hereby, in any order mortgagee -hipotecario determinare.----(Seis) Usar el importe del préstamo evidenciado por el pagaré unicamente para (Six) To use the loan evidenced by the note solely ----los propósitos autorizados por el acreedor hipotecario.---for purposes authorized by mortgagee .-(Siete) A pagar a su vencimiento las contribuciones, impuestos especiales, gravá-(Seven) To pay when due all taxes, special assessments, liens--menes y cargas que graven los bienes o los derechos o intereses del deudor hipoand charges encumbering the property or the right or interest of mortgages---tecario bajo los términos de esta hipoteca.-----under the terms of this mortgage .---(Ocho) Obtener y mantener seguro contra incendio y otros riesgos según requie-(Eight) To procure and maintain insurance against fire and other hazards as requiredra el acreedor hipotecario sobre los edificios y las mejoras existentes en los bieby mortgagee on all existing buildings and improvements on the pro----nes o cualquier otra mejora introducida en el futuro. El seguro contra fuego y perty and on any buildings and improvements put there on in the future. The insurance against otros riesgos serán en la forma y por las cantidades, términos y condiciones que fire and other hazards will be in the form and amount and on terms and conditions --aprobare el acreedor hipótecario.----approved by mortgagee, ----(Nueve) Conservar los bienes en buenas condiciones y prontamente verificar las (Nine) To keep the property in good epadition and promptly make all - - - - reparaciones necesarias para la conservación de los bienes; no cometerá ni pernecessary repairs for the conservation of the property; he will not commit nor ---mitirá que se cometa ningún deterioro de los bienes; ni removerá ni demolerá permit to be committed any deterioration of the property; he will not tempre nor demolia





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ningún edificio o mejora en los bienes, ni cortará ni removerá madera de la finea, any building or improvement on the property; nor will he cut or remove wood from the farm minerales sin el consentimiento del acreedor hipotecario y prontamente llevará minerals without the consent of mortgagee, and will promptly carry out----a efecto las reparaciones en los bienes que el acreedor hipotecario requiera de tiempo the repairs on the property that the mortgagee may request from time-de suelo y los planes de la finca y del hogar que el acreedor hipotecario de tiempo en and farm and home management plans as mortgagee from time to----tiempo pueda prescribir.----time may prescribe .--~______ hipotecario personalmente operará los bienes por sí y por medio de su familia como will personally operate the property with his own and his family labor as a farm and for no other una sinca y para ningún otro propósito y no arrendará la finca ni parte de ella a purpose and will not lease the sarm or any part of it----menos que el acreedor hipotecario consienta por escrito en otro método de operaunless mortgagee agrees in writing to any other method of operation ---ción o al arrendamiento. (Once) Someterá en la forma y manera que el acreedor hipotecario requiera la (Eleven) To submit in the form and manner mortgagee may require, información de sus ingresos y gastos y cualquier otra información relacionada con information as to his income and expenses and any other information in regard to the la operación de los bienes y cumplirá con todas las leyes, ordenanzas y reglamentos operation of the property, and to comply with all laws, ordinances, and regulations———— eque afecten los bienes o su uso. affecting the property or its use .-(Doce) El acreedor hipotecario, sus agentes y abogados, tendrán en todo tiempo el (Twelve) Mortgagee, its agents and attorneys, shall have the right at all reasonable times——— derecho de inspeccionar y examinar los bienes con el fin de determinar si la garantía to inspect and examine the property for the purpose of ascertaining whether or nototorgada está siendo mermada o deteriorada y si dicho examen o inspección deter-the security given is being lessened or impaired, and it such inspection or examination shall-



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minare, a juicio del acreedor hipotecario, que la garantía otorgada está siendo mer-

disclose, in the judgment of mortgagee, that the security given is being lessened-

al acreedor hipotecario de dicha acción y el acreedor hipotecario, a su opción, mortgagee of such action, and mortgagee at its option

podrá instituir aquellos procedimientos que fueren necesarios en defensa de sus may institute the necessary proceedings in defense of its----intereses y los gastos y desembolsos incurrido por el acreedor hipotecario en dichos interest, and any costs or expenditures incurred by mortgagee by saidproceedimientos, serán cargados a la deuda del deudor hipotecario y se considerarán proceedings will be charged to the mortgage debt and considered garantizados por esta hipoteca dentro del crédito adicional de la cláusula hipotecaria by this mortgage within the additional credit of the mortgage clause esta hipoteca, abandonare los bienes o voluntariamente se los entregase al acree-should abandon the property or voluntarily deliver it to mortgagee, res para tomar posesión de los bienes, arrendarlos y administrar los bienes y cobrar to take possession of the property, to rent and administer the same and collectsus rentas, beneficios e ingresos de los mísmos y aplicarlos en primer término a los the rents, benefits, and income from the same and apply them first to the gastos de cobro y administración y en segundo término al pago de la deuda eviden-costs of collection and administration and secondly to the payment of the debt evidenced----ciada por el pagaré o cualquier otra deuda del deudor hipotecario y aquí garantizada, by the note or any indebtedness to mortgagee hereby guaranteed, en el orden y manera que el acreedor hipotecario determinare. hipotecario puede obtener un préstamo de una asociación de crédito para produc-may be able to obtain a loan from a credit association for production tipo de interés y términos razonables para préstamos por tiempo y propósito rate of interest and reasonable periods of time and purposes, similares, el deudor hipotecario, a requerimiento del acreedor hipotecario, solicitará mortgagor, at mortgagee's request will apply for and accept y aceptará dicho préstamo en cantidad suficiente para pagar por las acciones nece-said loan in sufficient amount to pay the note and any other indebtedness secured hereby and to (Dieciseis) El incumplimiento de cualesquiera de las obligaciones garantizadas (Sixteen) Should default occur in the performance or discharge of any obligation secured—— por esta hipoteca, o si el deudor hipotecario o cualquier otra persona incluída como by this mortgage, or should mortgagor, or any one of the persons herein called con cualquier cláusula, condición, estipulación o convenio o acuerdo aquí contenido with any clause, condition, stipulation, covenant, or agreement contained herein, -----o en cualquier convenio suplementario, o falleciere o se declarare o fuere declara or in any supplementary agreement, or die or be declared an incompetente, en quiebra, insolvente o hiciere una cesión en beneficio de sus acre incompetent, a bankrúpt, or au insolvent, or make an assignment for the benefit of



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orma FmHA 427-1(S) PR Rev. 10-82) dores, o los bienes o parte de ellos o cualquier interés en los mismos fueren cedidos, creditors, or should the property or any part thereof or interest therein be assigned sin el consentimiento por escrito del acreedor hipotecario, el acreedor hipotecario es without the written consent of mortgagee, mortgagee is declarar toda deuda no pagada bajo los términos del pagaré o cualquier otra deuda declare all amounts unpaid under the note, and any indebtedness al acreedor hipotecario aquí garantizada, inmediatamente vencida y pagadera y to the mortgagee secured hereby, immediately due and payable and incurrir y pagar los gastos razonables para la reparación o mantenimiento de los to incur and pay reasonable expenses for the repair and maintenance of the bienes y cualquier gasto u obligación que el deudor hipotecario no pagó según se property and any expenses and obligations that mortgagor did not pay as conviniere en esta hipoteca, incluyendo las contribuciones, impuestos, prima de agreed in this mortgage, including taxes, assessments, insurance premium, seguro y cualquier otro pago o gasto para la protección y conservación de los bienes and any other expenses or coals for the protection and preservation of the propertyy de esta hipoteca o incumplimiento de cualquier precepto de esta hipoteca y (Tres) and this mortgage, or for compliance with any of the provisions of this mortgage; and (Three) de solicitar la protección de la ley.----request the protection of the law. 



(Dicciocho) Sin afectar en forma alguna los derechos del acreedor a requerir y (Eighteen) Without in any manner affecting the right of the mortgagee to require and

de esta hipoteca, los del pagaré y en cualquier otro convenio suplementario, inof this mortgage and of the note and of any supplementary agreement, including

cluyendo los gastos de mensura, evidencia de título, costas, inscripción y hono-

hacer cumplir en una fecha subsiguiente a les mismos los convenios, acuerdos u enforce performance at a subsequent date of the same, similar or other covenant, agreement

sabilidad de cualquier persona para el pago del pagaré o cualquier otra deuda aquí of any person for payment of the note or any indebtedness

garantizada y sin afectar el gravamen impuesto sobre los bienes o la prioridad del secured hereby, and without affecting the lien created upon said property or the priority of

cualquier tiempo (Uno) renunciar el cumplimiento de cualquier convenio u obliany time (one) waive the performance of any covenant or obligation-



regociar con el deudor hipotecario o conceder al deudor hipotecario cualquier way with mortgagor or grant to mortgagor any ndulgencia o tolerancia o extensión de tiempo para el pago del pagaré (con el ndulgence or forbestrance or extension of the time for payment of the note (with the consentimiento del tenedor de dicho pagaré cuando esté en manos de un prestanista asegurado) o para el pago de cualquier deuda a favor del acreedor hipoteca-na insured lender) or for payment of any indebtedness to mortgagee----io, y aquí garantizada; o (Tres) otorgar y entregar cancelaciones parciales de cual-screby secured; or (three) execute and deliver partial releases of any quier parte de los bienes de la hipoteca aquí constituída u otorgar diferimiento o sart of said property from the lien hereby created or grant deferment or postergación de esta hipoteca a favor de cualquier otro gravámen constituído sobre costponement of this mortgage to any other lien over aid property. Diecinueve) Todos los derechos, título e interés en y sobre la presente hipoteca, Nineteen) All right, title and interest in or to this mortgage,ncluyendo pero no limitando el poder de otorgar consentimientos, cancelaciones aciuding but not limited to the power to grant consents, partial releases, parciales, subordinación, cancelación total, radica sola y exclusivamente en el subordinations, and satisfaction, shall be vested solely and exclusively in----ucreedor hipotecario y ningún prestamista asegurado tendrá derecho, título o in-mortgagoe, and no insured lender shall have any right, title or interest terés alguno en o sobre el gravámen y los beneficios aquí contenidos.-n or to the lien or any benefits herein contained. Veinte) El incumplimiento de esta hipoteca constituirá incumplimiento de cuales-Twenty) Default hereunder shall constitute default under any quiera otra hipoteca, préstamo refaccionario, o hipoteca de bienes muebles poseída ecario; y el incumplimiento de cualesquiera de dichos instrumentos de garantía ind default under any such other security instrument shall constituirá incumplimiento de esta hipoteca.--Veintiuno) Todo aviso que haya de darse bajo los términos de esta hipoteca será Twenty-One) Ali notices to be given under this mortgage shall emitido por correo certificado a menos que se disponga lo contrario por ley, y se sent by certified mai unless otherwise required by law, en el caso del acreedor hipotecario a Administración de Hogares de Agricultores, n the case of mortgages to Farmers Home Administration, Departamento de Agricultura de Estados Unidos, San Juan, Puerto Rico, y en el Juited States Department of Agriculture, San Juan, Puerto Rico, and in the-specifica más adelante.---ereinafter. Veintidos) El deudor hipotecario por la presente cede al acreedor hipotecario Twenty-Two) Mortgagor by these presents grants to mortgagee.





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i orte de cualque sentencia obter, expropiación /20sa puede amount of any judgment obtained by reason of condemnation proceedings for public público de los bienes o parte de ellos así como también el importe, de la sentencia use of the próperty or any part thereof as well as the amount of any judgment por daños causados a los bienes. El acreedor hipotecario aplicará el importe así for damages caused to the property. The mortgagee will apply the amount so recibido al pago de los gastos en que incurriere en su cobro y el balance al pago del received to the payment of costs incurred in its collection and the balance to the payment pagaré y cualquier cantidad adeudada al acreedor hipotecario garantizada por esta of the note and any indebtedness to the mortgagee secured by this----SEPTIMO: Para que sirva de tipo a la primera subasta que deberá celebrarse en caso SEVENTH: That for the purpose of the first sale to be held in case dada, el deudor hipotecario por la presenta tasa los bienes hipotecados en la suma mortgagor does hereby appraise the mortgaged property in the amount SIETE MIL DOLARES (\$7,000.00)-SEVEN THOUSAND DOLLARS (\$7,000.00) --OCTAVO: El deudor hipotecario por la presente renuncia al trámite de requeri-EIGHTH: Mortgagor hereby waives, the requirement of law and agrees to be----miento y se considerará en mora sin necesidad de notificación alguna por parte considered in default without the necessity of any notification of default or demand for paydel acreedor hipotecario. Esta hipoteca está sujeta a los reglamentos de la Adment on the part of mortgagee. This mortgage is subject to the rules and regulations of the no inconsistentes con los términos de esta hipoteca, así como también sujeta a not inconsistent with the provisions of this mortgage, as well as to the las leyes del Congreso de Estados Unidos de America que autorizan la asignación laws of the Congress of the United States of America authorizing the making andy aseguramiento del préstamo antes mencionado. NOVENO: Las cantidades garantizadas por esta hipoteca son las siguientes:

NINTH: The amounts guaranteed by this mortgage are as follows: Una. En todo tiempo cuando el pagaré relacionado en el párrafo TERCERO de One. At all times when the note mentioned in paragraph THIRD of esta hipoteca sea poseído por el acreedor hipotecario o en caso que el acreedor this mortgage is held by mortgagee, or in the event mortgageehipotecario cediere esta hipoteca sin asegurar el pagareí SIETE MIL - - - - - should assign this mortgage without insurance of the note, SEVEN THOUSAND- - - - - -SIETE - _ _ por ciento ( 7.00 _ _ o/o) anual;

per cent ( 7.00 _ o/o) per annum; - 11 -



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W. Marie Control of the Control of t
Dos. En todo tiempo cuando el pagaré es poseído por un prestamista asegurado: Two. At all times when said note is held by an insured lender:
(A) SEVEN THOUSAND
DOLLARS (\$ 7,000.00)
para indemnizar al acreedor hipotecario por adelantos al prestamista asegurado lur indemnilying the mortgagee for advances to the insured lender
por motivo del incumplimiento del deudor hipotecario de pagar los plazos suguin by reason of mortgagor's failure to pay the installments as-
se especifica en el pagaré, con intereses según se especifica en el párrafo SEXTO, specified in the note, with interest as stated in paragraph SIXTH,
Tercero;
(B) DIEZ MIL QUINIENTOS
para indemnizar al acreedor hipotecario además contra cualquier pérdida que pueda for indemnifying the mortgagee further against any loss it might
sufrir bajo su seguro de pago del pagaré,
Tres. En cualquier caso y en todo tiempo; Three. In any event and at all times whatsoever:
(A) DOS MIL OCHOCIENTOS DOLARES
(\$ 2,800.00 ) para intereses después de mora:
(B) MIL CUATROCIEVIOS DOLARES
(\$1,400.00) para contribuciones, seguro y otros adelantos para la con- \$1,400.00) for taxes, insurance and other havances for the preservation
servación y protección de esta hipoteca, con intereses al tipo estipulado en el párrabo and protection of this mortgage, with interest at the rate stated in paragraph————————————————————————————————————
SEXTO, Tercero;
(C) SETECLENTOS DOLARES
(\$ 700.00) para costas, gastos y honorarios de abogado en caso (\$ 700.00) for costs, expenses and attorney's fees in case
de ejecución;————————————————————————————————————
(D) SETECIENTOS DOLARES
(\$ 700.00) para costas y gustos que incurriere el acreedor hipoteca- 5 700.00
io en procedimientos para defender sus intereves contra cualquier persona que inter- proceedings to defend its interesta against any other person interfering with
renga o impugne el derecho de posesión del deudor hipotecario a los bienes según or contesting the right of possession of mortgagor to the property as
ie consigna en el párrafo SEXTO, Trece,





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	LELIMO: Que el (le., pagaré(s) a que se referencia en e párrafo TERCERO TENTH: That the note(s) referred to in paragraph THIRD
l	de esta hipoteca es (son) descrito(s) como sigue:
	"Pagaré otorgado en el caso número seis tres cero cero cero tres cinco- "Promisory sois executed in case number six three zero zero zero three five cho tres cuatro cero cero cero cinco dos (630003583400052) ight three four zero zero zero five two (630003583400052) fechado el día once (11)- dated the eleventh (11th.
	dc septiembrede mil novecientos day of September mineteca hundred and ninety two-
	noventa y dos (1992) por la suma de
	SIETE MIL (\$7,000.00)————————————————————————————————
l	intereses sobre el balance del principal adeudado a razón delinterest over the unpaid balance at the rate of
	SIETE (7.00 %) por ciento anual, seven (7.00 %) per cent per annum,
	hasta tanto su principal sea totalmente satisfecho según los términos, plazos, condi- until the principal is totally pald according to the terms, installments,————————————————————————————————————
	ciones y estipulaciones contenida en dicho pagaré y según acordados y convenidos conditions and stipulation contained in the promissory note and as agreed—
	entre el Prestatario y el Gobierno; excepto el pago final del total de la deuda aquí between the borrower and the Government, except that the final installment of the
	representada, de no haber sido satisfecho con anterioridad, vencerá y sera pagadero entire debt herein evidenced, if not sooner paid, will be due
	a los DOS (2)————————————————————————————————————
	años de la fecha de este pagaré
	Dicho pagaré ha sido otorgado como evidencia de un préstamo concedido por el Said promissory note la given axevidence of a loan made by the
	Gobierno al Prestatario de conformidad con la Ley del Congreso de los Estados Government to the borrower pursuant to the law of the Congress of the United
	Unidos de América denominada "Consolidated Farm and Rural Development Act States of America known as "Consolidated Farm and Rural Development Act
	of 1961" o de conformidad con el "Title V of the Housing Act of 1949", según of 1961" or pursuant to "Title V of the Housing Act of 1949, as
	han sido enmendadas y está sujeto a los presentes reglamentos de la Administración amended, and is subject to the present regulations of the Farmers———————————————————————————————————
MEHO	de Hogares de Agricultores y a los futuros reglamentos no inconsistentes con dicha Home Administration and to its future regulations not inconsistent with the
-3	Ley. De cuya descripción, yo, el Notario Autorizante, DOY FE
, in the second	UNDECIMO: Que la propiedad objeto de la presente escritura y sobre la que si ELEVENTH: That the property object of this deed and over which
AND E	constituye Hipoteca Voluntaria, se describe como sigue:



-"RUSTICA: finca completa de DIECISILLE PUNTO -- - - NCUENTA Y CUATRO QUINCE CUERDAS (17.5415), equivalent sesenta y ocho mil novecientos cuarenta y cinco puntoce noventa y cinco metros (68,945.1295mts.) sito en e rrio Calabazas del término municipal de Yabucoa, enndes por el NORTE, en distintas alineaciones con un mino municipal; por el SUR, con terrenos de Juan Vegagán; por el ESTE, en una distancia de ciento treinta eve punto ochocientos treinta y siete metros lineales n el remanente de la finca principal; y por el OESTE, una distancia de cuatrocientos ochenta y cinco puntoescientos diecinueve metros lineales con terrenos decarnación Ruíz y Juan Cruz Pagán". -----Se haya afecta dicha propiedad a cuatro (4) hipotecas garantía de Pagarés a favor de Los Estados Unidos deérica, y a la que por este instrumento público se---uirió el prestatario la descrita finca por escritura de Compraventaswer acquired the described property by Deed of Sale - - - - - - n consta de la Escritura Número cuarenta y tres (43)-----ment to Deed Number forty three (43)----ccha dos (2) de julio de mil novecientos ochenta y siete (1987),-July the seconth (2nd.) nineteen hundred eighty seven (1987),-el Notario Israel Delgado Ramos- - - re Notary Israel Delgado Ramos----na propiedad se encuentra inscrita al folio doscientos setenta (270), property is recorded at page two hundred seventy (270), Volume Two-o doscientos seis (206), de Yabucoa, finca trece mil ciento diez-GADO NOTE red six (206) of Yabucoa, farm thirteen thousand one hundredho (13,118).----teen (13,118).-----DECIMO: Que comparecen en la presente escritura como Deudores Hipote-LFTH: The parties appearing in the present deed as Mortgagors os EXPEDITO DELGADO GONZALEZ, seguro social у-CARMEN MEDINA SANTANA, seguro soci. , mayores de edad ados entre sí, propietarios y vecinos de Yabucoa, Puerto Rico.--a dirección postal es: HC TRES BOX DOCE NUEVE CERO UNO (Box 12901),se postal address is: Yabucoa, Puerto Rico, cero cero siete seis sieteve siete diez (00967-9710).-----POCADO. CIMO TERCERO: El importe del préstamo aquí consignado se usó ó será usado RTEENTH: The proceeds of the loan herein guaranteed was used or will be used-137 9B SECCT 14

RURAL: Farm with a surface area of SEVENTEEN POINT FIFTY-FOUR FIFTEEN CUERDAS (17.5415), equivalent to sixty-eight thousand nine hundred forty-five point one thousand two hundred ninety-five (68,945.1295 m), located in Barrio Calabazas of the Municipality of Yabucoa. Its boundaries are: to the North, in different alignments with a municipal road; to the South, with land of Juan Vega Pagan; to the East, in a distance of thirty-nine point eight hundred thirty-seven lineal meters with the remainder of the main farm; and to the West, in a distance of four hundred eighty-five point three hundred nineteen lineal meters with land of Encarnación Ruiz and Juan Cruz Pagan.

Said property is encumbered by four (4) mortgages securing the respective promissory notes to the order of the United States of America, and by the mortgage furnished through this document.

[Handwritten on right-hand margin] Loan 44-07 \$8,000 of Sept/11/1992

Borrower acquired the above mentioned farm through Deed of Sale, pursuant to deed number forty-three (43), dated July two (2) of nineteen eighty-seven (1987), executed in the city of Humacao, Puerto Rico before the notary Israel Delgado Ramos.

Said property is recorded on page two hundred seventy (270), volume two hundred six (206 of Yabucoa, farm number thirteen thousand one hundred eighteen (13,118).

The parties appearing in the present deed as Mortgagors are EXPEDITO DELGADO GONZALEZ, social security number 583-40-0052 and CARMEN MEDINA SANTANA 104-48-6860, both of legal age, married to each other, property owners and residents of Yabucoa, Puerto Rico; whose address is Box 12901, Yabucoa Puerto Rico, zero, zero, nine, six, seven, nine, seven, ten (00967-9710)

THIRTEENTH: The proceeds of the loan herein guaranteed were used or will be used

# **CERTIFICATE**

I hereby certify that the attached document is a true and accurate translation to the best of my knowledge, ability and belief. I am experienced and competent to translate from Spanish into English.

DATED this 20th day of August of 2007.

Nicole Harris Professional Translator and interpreter

WITNESS my hand and official seal hereto affixed this  $20^{th}$  day of August of 2007.

Print Name: Rosa Capdevielle Notary Public in and for the State of Washington My appointment expires: 02/01/10

P.O. TELS.

### TITLE SEARCH

CLIENT: EXPEDITO DELGADO GONZÁLEZ

REF: 1521.250

BY: TAIMARY ESCALONA

PROPERTY NUMBER: 13,118-A, recorded at page 270 of volume 206 of Yabucoa, Registry of the Property of Puerto Rico,

section of Humacao.

DESCRIPTION: (As it is recorded in the Spanish language)

RÚSTICA: Finca compuesta de 17.5415 cuerdas equivalentes a 68,945.1295 metros cuadrados, sita en el Barrio Calabazas del término municipal de Yabucoa, Puerto Rico. En lindes: por el NORTE, en distintas alineaciones con un camino municipal; por el SUR, con terrenos de Juan Vega Pagán; por el ESTE, en una distancia de 139.837 metros lineales con el remanente de la finca principal; y por el **OESTE**, en una distancia de 485.319 metros lineales con terrenos de Encarnación Ruíz y Juan Cruz Pagán.

#### ORIGIN:

It is segregated from property number 2,708, recorded at page 235, volume 72 of Yabucoa.

#### TITLE:

This property is registered in favor of EXPEDITO DELGADO GONZÁLEZ and his wife CARMEN MEDINA SANTANA, who acquired it by purchase from Josefina Rivera León, single, at a price of \$14,500.00, pursuant to deed #43, executed in Humacao, Puerto Rico, on July 2, 1987, before Israel Delgado Ramos Notary Public, recorded at page 270 of volume 206 of Yabucoa, property number 13,118-A, 1st inscription.

Presented on August 3, 1987 Recorded on April 26, 1988

#### LIENS AND ENCUMBRANCES:

- By reason of its origin this property is free of liens and encumbrances
- II. By reason of itself this property is encumbered by the following:
- 1. MORTGAGE: In favor of United States of America, in the original principal amount of \$15,000.00, with 5% annual interests, due on 40 years, constituted by deed #31, executed in Humacao, Puerto Rico, on July 29, 1988, before Israel Delgado Ramos Notary Public, recorded at page 270 of of Yabucoa, property number 13,118-A, 3th volume 206 inscription.

Presented on August 4, 1988 Recorded on September 28, 1988

2. MORTGAGE: In favor of United States of America acting as Farmer Home Administration, in the original principal amount of \$15,000.00, with 5 1/8% annual interests, due on 7 years, constituted by deed #40, executed in Humacao, Puerto Rico, on November 10, 1988, before Israel Delgado Ramos Notary Public, recorded at page 271 of volume 206 of Yabucoa, property number 13,118-A, 4th inscription.

Presented on November 14, 1988 Recorded on December 5, 1988

MORTGAGE: In favor of United States of America, in the original principal amount of \$27,700.00, with 41% annual interests, due on 30 years, constituted by deed #21, executed in Humacao, Puerto Rico, on March 2, 1990, before Aida Luz Moringlone Ruíz Notary Public, recorded at overleaf of page 271 of volume 206 of Yabucoa, property number 13,118-A, 5th inscription.

Presented on March 6, 1990 Recorded on August 13, 1991 PAGE #2 PROPERTY #13,118-A

BOX 1467, TRUJILLO ALTO, P.R. 00977-1467 (787) 748.1130 / 748-8577 • FAX (787) 748-1143 estudios@eagletitlepr.com ESTUDIOS DE TITULO SEGUROS DE TITULO

Reamortized the mortgage of 5th inscription as follows: The amount due at March 15, 1991, amounts to \$28,990.90, with 41/28 annual interests, which will be paid as follows: \$6,605.00 on or before January 1, 1992 and \$6,605.00 on or before each January 1 until January 1, 1996, constituted by deed #15, executed in Humacao, Puerto Rico, on March 15, before José Ángel Machuca Romero Notary Public, recorded at margin 5th inscription.

Presented on March 18, 1991 Recorded on April 8, 1991

MORTGAGE: In favor of United States of America, in the original principal amount of \$10,000.00, with 5% annual interests, due on 3 years, constituted by deed #30, executed in Humacao, Puerto Rico, on July 10, 1991, before José Ángel Machuca Romero Notary Public, recorded at page 272 of volume 206 of Yabucoa, property number 13,118-A, 6th inscription.

Presented on July 10, 1991 Recorded on July 10, 1991

6. Reamortized the mortgage of 4th inscription as follows: The amount due at August 21, 1992, ascends to \$4,591.08, with 5½% annual interests, which will be paid as follows: \$443.00 on or before August 21, 1993 and \$443.00 on or before each August 21, until August 21, 2008, constituted by deed #39, executed in Humacao, Puerto Rico, on August 21, 1992, before José Angel Machuca Romero Notary Public, recorded at page 150 of volume 212 of Yabucoa, property number 13,118-A, 7th inscription.

Presented on August 27, 1992 Recorded on October 8, 1992

Reamortized the mortgage of 5th inscription of \$27,700.00 which be reamortized to \$28,990.90, for a new total amount of \$30,780.40, with 4.50% annual interests, which will be paid in a first payment of \$140.00 on or before August 21, 1992, and \$140.00 on or before each subsequent August 21 until August 21, 1997 inclusive and \$4,500.00 on or before August 21, 1998 and \$4,500.00 on or before each August 21, subsequent until the year 2008 inclusive, constituted by deed #40, executed in Humacao, Puerto Rico, on August 21, 1992, before José Angel Machuca Notary Public, recorded at page 150 of volume 212 of Yabucoa, property number 13,118-A, 8th inscription.

Presented on August 27, 1992 Recorded on October 8, 1992

Reamortized the mortgage of  $6^{th}$  inscription for \$10,000.00 as follows: The amount due at August 21, 1992 ascends to \$10,557.54, with 5% annual interests, which will be paid in 8. a first payment of \$1,018.00 on or before August 21, 1993 and \$1,018.00 on or before each subsequent August 21 until August 21, 2008 inclusive, constituted by deed #41, executed in Humacao, Puerto Rico, on August 21, 1992, before José Angel Machuca Notary Public, recorded at page 151 of volume 212 of Yabucoa, property number 13,118-A, inscription.

Presented on August 27, 1992 Recorded on October 8, 1992

Reamortized the mortgage of 3th inscription as follows: The amount due at August 21, 1992 ascends to \$13,974.74 of principal and \$1,049.07 of interest, for a total of \$15,023.81, with 5.00% annual interests, which will be paid as follows: The mortgagee approves, authorizes and consents and the mortgage debtors request and consents to defer payments during the first 5 years of this amortization counted from this date, \$1,069.00 on or before August 21, 1998 and \$1,069.00 on or before each August 21 subsequent until August 21, 2035, inclusive, by deed #42, executed in Humacao, Puerto Rico, on August 21, 1992, before José Angel Machuca Romero Notary Public, recorded at page 151 of volume 212 of Yabucoa, property number 13,118-A, 10th inscription. Presented on August 27, 1992

Recorded on October 8, 1992

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está ilmitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



ESTUDIOS DE TITULO
SEGUROS DE TITULO
P.O. BOX 1467, TRUJILLO ALTO, P.R. 00977-1467
TELS. (787) 748.1130 / 748-8577 • FAX (787) 748-1143
estudios@esgletitlepr.com

PAGE #3 PROPERTY #13,118-A

10. MORTGAGE: In favor of United States of America, in the original principal amount of \$8,000.00, with 7% annual interests, due on 1 year, constituted by deed #46, executed in Humacao, Puerto Rico, on September 11, 1992, before José Ángel Machuca Romero Notary Public, recorded at page 152 of volume 212 of Yabucoa, property number 13,118-A, 11th inscription.

Presented on September 14, 1992 Recorded on October 14, 1992

11. MORTGAGE: In favor of United States of America, in the original principal amount of \$7,000.00, with 7% annual interests, due on 2 years, constituted by deed #47, executed in Humacao, Puerto Rico, on September 11, 1992, before José Ángel Machuca Romero Notary Public, recorded at page 152 of volume 212 of Yabucoa, property number 13,118-A, 12th inscription.

Presented on September 14, 1992 Recorded on October 14, 1992

12. SEIZURE: In favor of Corporación del Fondo de Seguro del Estado, for workers compensation, in the amount of \$236.20, Certification dated August 23, 2006, by abbreviated entry on August 29, 2012, in virtue of Law Number 216 of December 27, 2010, at page 153 of volume 212, 13th inscription.

Presented on August 31, 2006

13. SEIZURE: In favor of Corporación del Fondo de Seguro del Estado, for workers compensation, in the amount of \$186.20, Certification dated March 8, 2011, by abbreviated entry on August 29, 2012, annotated on August 29, 2012, at page 20 of volume 287, annotation "A".

Presented on August 29, 2012

- 14. At entry 565 of daily book 916, presented on July 1, 2013, Certification dated June 27, 2013 of Corporación del Fondo de Seguro del Estado, to be canceled seizure of \$186.20. The document qualification and dispatch are pending.
- 15. At entry 566 of daily book 916, presented on July 1, 2013, Certification dated June 27, 2013 of Corporación del Fondo de Seguro del Estado, to be canceled seizure of \$236.20. The document qualification and dispatch are pending.

#### REVIEWED:

Federal Attachments, Commonwealth of Puerto Rico Tax Liens, Judgments and Daily Log up to January  $14^{\rm th}$ , 2020.

NOTICE: The Sections of the Property Registry have been computerized by the new system identified as Karibe, through which the historical volumes containing the data related to the inscribed properties and with the documents presented and pending registration were digitized. Since April 25, 2016, the Department of Justice discontinued the Tool-Kit and Agora System in most of the Sections of the Registry, which was used to search for documents submitted and pending registration and preparation of title search and other documents. There is also a delay in the entry of information to the System to this date. In addition to this, the Federal and State Seizures are now entered and electronically provided by the Central Office of the Land Registry in the Department of Justice, without being able to corroborate the control books and with many errors which makes the location impossible. We are not responsible for errors that may result in this title search due to errors and/or omissions of the Registry and/or its employees, when entering the data in the system.

EAGLE TITLE AND OTHER SERVICES, INC.

Authorized signature

49

mcr/ar/F

Este documento NO es una póliza de Seguro de Título, por lo cual no debe utilizarse como tal. La responsabilidad de la entidad que preparó este Estudio de Título, está limitada a la cantidad pagada por la preparación de dicho Estudio de Título. Para completa protección deben requerir una póliza de Seguro de Título.



- I, Elías Díaz Bermúdez, of legal age, single and neighbor of San Juan, Puerto Rico, under solemn oath declare:
  - 1. That my name and personal circumstances are the above mentioned.  $\ensuremath{\text{a}}$
  - 2. That on January 14th, 2020, I examined the books and files of The Property Registry of Puerto Rico and prepared the attached title study which makes part of this affidavit.
  - 3. That the attached title study correctly represents in all its parts the status of the above described property in The Property Registry of Puerto Rico.

I, the undersigned, hereby swear that the facts herein stated are true.

In Guaynabo, Puerto Rico, this 22 day of Uchber of 2020.

Elías Díaz Bermúdez

AFFIDAVIT NUMBER 4341

Sworn and subscribed to before me by Elías Díaz Bermúdez of the aforementioned personal circumstances, whom I personally know.

In Guaynabo, Puerto Rico, this and day of Uthor of 2020.

NOTARY PUBLICATION OF THE CIBO Sello de Adistencia Lecul 80093-2020-024-3020 9

# UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower:

Delgado Gonzalez, Expedito

Case No:

63-003-0052

#### CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

 The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of

September 8, 20,

Loan Number	44-06	
Note Amount	\$ 7,000.00	
Date of Last Payment	None	
Principal Balance	\$	7,000.00
Unpaid Interest	\$	13,715.98
Misc. Charges	\$	-
Total Balance	\$	20,715.98
Daily Interest Accrual	\$	1.3425
Amount Delinquent	\$	20,715.98
Years Delinguent	Fully matured	

Loan Number	44-07	
Note Amount	\$	8,000.00
Date of Last Payment	None	
Principal Balance	\$	8,000.00
Unpaid Interest	\$	15,675.40
Misc, Charges	\$	-
Total Balance	\$	23,675.40
Daily Interest Accrual	\$	1.5342
Amount Delinquent	\$	23,675.40
Years Delinquent	Fully matured	

Loan Number	41-08		
Note Amount	\$		15,000.00
Date of Last Payment		None	
Principal Balance	\$		15,023.80
Unpaid Interest	\$		21,070.36
Misc. Charges	\$		-
Total Balance	\$		36,094.16
Daily Interest Accrual	\$		2,0581
Amount Delinquent	\$		24,587.00
Years Delinquent		26	

- The information in the above Statement of Account in affiant's opinion is a true and correct statement
  of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

les

Digitally signed by CARLOS MORALES (Affiliate)
DN: c=US, o=U.S. Government, ou=Department of
Agriculture, 0.9.2342.19200300.100.1.1=12001003816118,
cn=CARLOS MORALES (Affiliate)
Date: 2020.09.08 11:13:49-0400°
Adobe Acrobat version: 2020.012.20041

Carlos J. Morales Lugo LRTF Contractor September 8, 2020

## UNITED STATES DEPARTMENT OF AGRICULTURE FARM SERVICE AGENCY

654 Muñoz Rivera Avenue 654 Plaza Suite #829 San Juan, PR 00918

Borrower:

Delgado Gonzalez, Expedito

Case No:

63-03-XXXXXX0052

#### CERTIFICATION OF INDEBTEDNESS

I, Carlos J. Morales Lugo, of legal age, single, a resident of San Juan, Puerto Rico, in my official capacity as Loan Resolution Task Force Contractor of the Farm Service Agency, United States Department of Agriculture (USDA), state that:

 The borrower's indebtedness is as shown in the following Statement of Account, according to information obtained from all available records at the USDA-Farm Service Agency:

Statement of Account as of

Sentember 8 202

Loan Number	44-09	
Note Amount	\$ 15,000.0	
Date of Last Payment		None
Principal Balance	\$	4,591.08
Unpaid Interest	\$	6,438.83
Misc. Charges	\$	-
Total Balance	\$	11,029,91
Daily Interest Accrual	\$	0.6289
Amount Delinquent	\$	11,029.91
Years Delinguent	Fully matured	

Loan Number	43-10	
Note Amount	\$	27,700.00
Date of Last Payment	None	
Principal Balance	\$	30,780.40
Unpaid Interest	\$	38,851.61
Misc. Charges	\$	
Total Balance	\$	69,632.01
Daily Interest Accrual	\$	3.7948
Amount Delinquent	\$	69,362.01
Years Delinquent	Fully matured	

Loan Number	44-11	
Note Amount	\$	10,000.00
Date of Last Payment	None	
Principal Balance	\$	10,557.54
Unpaid Interest	\$	14,806.59
Misc. Charges	\$	-
Total Balance	\$	25,364.13
Daily Interest Accrual	\$	1.4462
Amount Delinquent	\$	25,364.13
Years Delinquent	Fully matured	

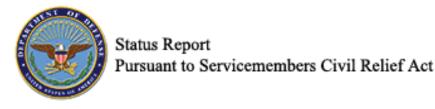
- The information in the above Statement of Account in affiant's opinion is a true and correct statement
  of the aforementioned account and to this date remains due and unpaid.
- The defendant is neither a minor, nor incompetent, nor in the military service of the United States of America.
- The above information is true and correct to the best of my knowledge and belief, and is made under penalty of perjury as allowed by 28 U.S.C. 1746.

Carles J. Morales

Digitally signed by CARLOS MORALES (Affiliate)
DN: c=US, o=U.S. Government, ou=Department of Agriculture,
0.9.234.1920300.1001.1=12001002816118, cn=CARLOS MORALES
(Affiliate)
Date: 2020.09.08 11:15:14 04'0'U'
Adobe Acrobat version: 2020.012.20041

Carlos J. Morales Eugo LRTF Contractor September 8, 2020

Exhibit 19



SSN: XXX-XX-0052

Birth Date:

Last Name: **DELGADO** First Name: **EXPEDITO** 

Middle Name:

Status As Of: Apr-23-2020

ZXRZSGPVV888WN2 Certificate ID:

On Active Duty On Active Duty Status Date				
Active Duty Start Date Active Duty End Date Status Service Component				
NA NA NO NA				
This response reflects the individuals' active duty status based on the Active Duty Status Date				

	Left Active Duty Within 367 D	ays of Active Duty Status Date		
Active Duty Start Date Active Duty End Date Status Service Component				
NA NA NO NA				
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date				

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date				
Order Notification Start Date Order Notification End Date Status Service Component				
NA NO NA				
This response reflects whether the individual or his/her unit has received early notification to report for active duty				

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955 Case 3:20-cv-01584 Document 1-19 Filed 10/27/20 Page 2 of 4

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

#### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

#### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.



## Status Report Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-6860

Birth Date:

Last Name: **MEDINA** First Name: **CARMEN** 

Middle Name:

Status As Of: Apr-23-2020

**B28RZCSZTBVPSJY** Certificate ID:

On Active Duty On Active Duty Status Date				
Active Duty Start Date Active Duty End Date Status Service Component				
NA NO NA				
This response reflects the individuals' active duty status based on the Active Duty Status Date				

	Left Active Duty Within 367 D	ays of Active Duty Status Date		
Active Duty Start Date Active Duty End Date Status Service Component				
NA NA NO NA				
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date				

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date				
Order Notification Start Date Order Notification End Date Status Service Component				
NA NO NA				
This response reflects whether the individual or his/her unit has received early notification to report for active duty				

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director

Department of Defense - Manpower Data Center

400 Gigling Rd. Seaside, CA 93955 Case 3:20-cv-01584 Document 1-19 Filed 10/27/20 Page 4 of 4

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: https://scra.dmdc.osd.mil/faq.xhtml#Q33. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

#### More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

#### Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

United States of America, acting through the United States Department of Agriculture )	
Plaintiff(s)	
v. )	Civil Action No.
EXPEDITO DELGADO-GONZALEZ, et als.	FORECLOSURE OF MORTGAGE
Defendant(s)	
SUMMONS IN A C	CIVIL ACTION
To: (Defendant's name and address) CARMEN MEDINA-SANTANA St. Rd. 900, Km. 4.7 Calabazas Wd. Yabucoa, P.R. 00767	
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you (a are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion m whose name and address are:	to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO P.O. BOX 3908	FAS
GUAYNABO PR 00970	
If you fail to respond, judgment by default will be ente You also must file your answer or motion with the court.	ered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk
	Signature of Stern of Deputy Stern

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nan ceived by me on (date)				
,, as 10	•	the summons on the individual	at (place)		
	1 3		on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	alf of (name of organization)		
			on (date)	; or	
	☐ I returned the sumn	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

Additional information regarding attempted service, etc:

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

District of Fuc	cito Rico
United States of America, acting through the United States Department of Agriculture   Plaintiff(s) v.  EXPEDITO DELGADO-GONZALEZ, et als.  Defendant(s)  Defendant(s)	Civil Action No. FORECLOSURE OF MORTGAGE
,	
SUMMONS IN A C	IVIL ACTION
To: (Defendant's name and address)  Conjugal Partnership Delgado-St. Rd. 900, Km. 4.7  Calabazas Wd.  Yabucoa, P.R. 00767	Medina
A lawsuit has been filed against you.	
are the United States or a United States agency, or an officer or P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion m whose name and address are:	to the attached complaint or a motion under Rule 12 of ust be served on the plaintiff or plaintiff's attorney,
JUAN CARLOS FORTUÑO	FAS
P.O. BOX 3908 GUAYNABO PR 00970	
If you fail to respond, judgment by default will be ente You also must file your answer or motion with the court.	red against you for the relief demanded in the complaint.  MARIA ANTONGIORGI-JORDAN, ESQ.  CLERK OF COURT
Date:	Signature of Clerk or Deputy Clerk
	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was re	This summons for (nan ceived by me on (date)				
,, as 10	•	the summons on the individual	at (place)		
	1 3		on (date)		
	☐ I left the summons	at the individual's residence or	usual place of abode with (name)		
		, a perso	on of suitable age and discretion who res	sides the	ere,
	on (date)	, and mailed a copy to	the individual's last known address; or		
	☐ I served the summo	ons on (name of individual)			, who is
	designated by law to a	accept service of process on beh	alf of (name of organization)		
			on (date)	; or	
	☐ I returned the sumn	nons unexecuted because			; or
	☐ Other (specify):				
	My fees are \$	for travel and \$	for services, for a total of \$		0 .
	I declare under penalty	of perjury that this information	n is true.		
Date:					
			Server's signature		
			Printed name and title		
			Server's address		

Additional information regarding attempted service, etc:

# UNITED STATES DISTRICT COURT

for the

District of Puerto Rico

District of Pu	erto Rico
United States of America, acting through the United States Department of Agriculture   Plaintiff(s) v.  EXPEDITO DELGADO-GONZALEZ, et als.	Civil Action No. FORECLOSURE OF MORTGAGE
Defendant(s)	
SUMMONS IN A C	CIVIL ACTION
To: (Defendant's name and address) EXPEDITO DELGADO-GONZ St. Rd. 900, Km. 4.7 Calabazas Wd. Yabucoa, P.R. 00767	ALEZ
A lawsuit has been filed against you.	
Within 21 days after service of this summons on you (are the United States or a United States agency, or an officer of P. 12 (a)(2) or (3) — you must serve on the plaintiff an answer the Federal Rules of Civil Procedure. The answer or motion methods are:	to the attached complaint or a motion under Rule 12 of
JUAN CARLOS FORTUÑO	FAS
P.O. BOX 3908	
GUAYNABO PR 00970	
If you fail to respond, judgment by default will be enter.  You also must file your answer or motion with the court.	ered against you for the relief demanded in the complaint.
	MARIA ANTONGIORGI-JORDAN, ESQ. CLERK OF COURT
Date:	
<del></del>	Signature of Clerk or Deputy Clerk

AO 440 (Rev. 06/12) Summons in a Civil Action (Page 2)

Civil Action No.

#### PROOF OF SERVICE

(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (1))

was ra	This summons for (naceived by me on (date)	ame of individual and title, if an	y)	
was ie	cerved by the on (aate)		·	
	☐ I personally serve	ed the summons on the ind	ividual at (place)	
			on (date)	; or
	☐ I left the summon	s at the individual's reside	ence or usual place of abode with (name)	
		,	a person of suitable age and discretion who resi	des there,
	on (date)	, and mailed a	copy to the individual's last known address; or	
	☐ I served the sumn	nons on (name of individual)		, who is
	designated by law to	accept service of process	on behalf of (name of organization)	
			on (date)	; or
	☐ I returned the sun	nmons unexecuted because	e	; or
	☐ Other (specify):			
	My fees are \$	for travel and \$	for services, for a total of \$	0 .
	I declare under pena	lty of perjury that this info	ormation is true.	
Date:				
			Server's signature	
		_	Printed name and title	
		_	Server's address	

Additional information regarding attempted service, etc:

## Case 3:20-cv-01584 Document 1-23 Filed 10/27/20 Page 1 of 1

# UNITED STATES DISTRICT COURT DISTRICT OF PUERTO RICO

## **CATEGORY SHEET**

You must accompany your complaint with this Category Sheet, and the Civil Cover Sheet (JS-44).

Attorne	y Name (Last, Firs	t, MI): Fortuño, Juan Carlos
USDC-	PR Bar Number:	211913
Email A	Address:	jcfortuno@fortuno-law.com
1.	Title (caption) of t	the Case (provide only the names of the <u>first</u> party on <u>each</u> side):
	Plaintiff:	UNITED STATES OF AMERICA, acting through the USDA
	Defendant:	EXPEDITO DELGADO-GONZALEZ; ET ALS.
2.	Indicate the categor	bry to which this case belongs:
	○ Ordinary Civitation     ○ Ordinar	l Case
	Social Securit	у
	Banking	
	Injunction	
3.	Indicate the title ar	nd number of related cases (if any).
	N/A	
4.	Has a prior action	between the same parties and based on the same claim ever been filed before this Court?
	Yes	
	⊠ No	
5.	Is this case require	ed to be heard and determined by a district court of three judges pursuant to 28 U.S.C. § 2284?
	Yes	
	⊠ No	
6.	Does this case que	estion the constitutionality of a state statute? (See, Fed.R.Civ. P. 24)
	Yes	
	⊠ No	
Date Su	bmitted:	

rev. Dec. 2009

Print Form

Reset Form

## Case 3:20-cv-01584 Document 1-24 Filed 10/27/20 Page 1 of 1

1521.250

JS 44 (Rev. 02/19)

## **CIVIL COVER SHEET**

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the

purpose of initiating the civil de	DCKCL Sheet. (SEE INSTRUC	TIONS ON NEXT PAGE O	F THIS FO	·			
I. (a) PLAINTIFFS				DEFENDANTS			
UNITED STATES OF AMERICA				EXPEDITO DELGADO-GONZALEZ, et als.			
(b) County of Residence of First Listed Plaintiff (EXCEPT IN U.S. PLAINTIFF CASES)				County of Residence of First Listed Defendant Yabucoa, P.R.  (IN U.S. PLAINTIFF CASES ONLY)  NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.			
(c) Attorneys (Firm Name, 2 Juan C. Fortuno Fas Po Box 3908, Guaynabo Tel. 787-751-5290		r)		Attorneys (If Known)			
II. BASIS OF JURISDI	CTION (Place an "X" in C	ne Bax Only)	III. CI	TIZENSHIP OF P	RINCIPAL PARTIE	${f S}$ (Place an "X" in One Box for Plaintif	
	☐ 3 Federal Question (U.S. Government	Not a Party)		(For Diversity Cases Only) PT en of This State			
☐ 2 U.S. Government Defendant	☐ 4 Diversity (Indicate Citizensh	ip of Parties in Item III)	Citizo	en of Another State		d Principal Place ☐ 5 ☐ 5 n Another State	
				en or Subject of a  reign Country	3 🗇 3 Foreign Nation	☐ 6	
IV. NATURE OF SUIT					The state of the s	e of Suit Code Descriptions.	
CONTRACT    110 Insurance   120 Marine   130 Miller Act   140 Negotiable Instrument   150 Recovery of Overpayment & Enforcement of Judgment   151 Medicare Act   152 Recovery of Defaulted Student Loans (Excludes Veteraus)   153 Recovery of Overpayment of Veteran's Benefits   160 Stockholders' Suits   190 Other Contract   195 Contract Product Liability   196 Franchise   196 Franchise   220 Foreclosure   230 Rent Lease & Ejectment   240 Torts to Land   245 Tort Product Liability   290 All Other Real Property		PERSONAL INJUR    365 Personal Injury - Product Liability   367 Heath Care/   Pharmaceutical   Personal Injury   Product Liability   Product Liability   PERSONAL PROPER   370 Other Fraud   371 Truth in Lending   380 Other Personal   Property Damage   385 Property Damage   Product Liability   PERSONAL PROPER   370 Other Personal   Property Damage   Product Liability   PRISONER PETIFIO   Habeas Corpus:   463 Alien Detainee   510 Motions to Vacate   Sentence   530 General	XTY	DRFEITURE/PENALTY 25 Drug Related Seizure of Property 21 USC 881 20 Other  LABOR  10 Fair Labor Standards Act 20 Labor/Management Relations 10 Railway Labor Act 11 Family and Medical Leave Act 20 Other Labor Litigation 21 Employee Retirement Income Security Act  1 IMMIGRATION 22 Naturalization Application 35 Other Immigration Actions	BANKRUPTCY  ☐ 422 Appeal 28 USC 158  ☐ 423 Withdrawal 28 USC 157  PROPERTY RIGHTS  ☐ 820 Copyrights ☐ 830 Patent ☐ 835 Patent - Abbreviated New Drug Application ☐ 840 Trademark  SOCIAL SECURITY ☐ 861 HIA (1395ff) ☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g)) ☐ 864 SSID Title XVI ☐ 865 RSI (405(g))  FEDERAL TAX SUITS ☐ 870 Taxes (U.S. Plaintiff or Defendant) ☐ 871 IRS—Third Party 26 USC 7609	☐ 430 Banks and Banking ☐ 450 Commerce ☐ 460 Deportation ☐ 470 Racketeer Influenced and Corrupt Organizations ☐ 480 Consumer Credit ☐ 485 Telephone Consumer Protection Act	
	DN CHECK IF THIS UNDER RULE 2	Appellate Court atute under which you as m & Development ause:  IS A CLASS ACTION	re filing (I Act, 7 U		r District Litigati Transfe utes unless diversity): 28 USC 1345	on - Litigation - er Direct File  ally if demanded in complaint:	
DATE	,	SIGNATURÊ OF AT	TORNEY (	REFORD .			
FOR OFFICE USE ONLY	(OUNT)	0	t-manufacture of the same of t	Junes	344.0	LIDGE	